

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

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2009 APR 28 P 3:36

AZ CORP COMMISSION  
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Arizona Corporation Commission

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APR 28 2009

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*[Handwritten signature]*

IN THE MATTER OF THE FORMAL  
COMPLAINT AGAINST MOHAVE  
ELECTRIC COOPERATIVE, INC.  
FILED BY ROGER AND DARLENE  
CHANTEL.

DOCKET NO. E-01750A-09-0149

REPLY TO COMPLAINANT'S RESPONSE TO  
MOTION TO DISMISS

Mohave Electric Cooperative, Inc. ("Mohave") replies to Roger and Darlene Chantels' ("Complainants") Response to Mohave's Motion to Dismiss (the "Motion"). In their one-half page Response (the "Response"), the Complainants fail to address or contest any of the facts or arguments Mohave presents as grounds for dismissal of Complainants' Complaint. There is no basis for any hearing to be conducted. No facts are in dispute. The Complaint fails to state a claim for which relief can be granted. The Complainants must not be allowed to drag out this proceeding and Mohave should not be forced to spend its members' resources defending against Complainants' baseless complaint.

SUCCINCT SUMMARY OF FACTS

The only pertinent facts are: Complainants constructed, directly beneath a Mohave distribution line (which also served a railroad crossing signal and had been in this location for decades), a 6,240 square foot unstable concrete structure without ever obtaining a

1 **A.A.C. R14-2-211A.5 IS INAPPLICABLE**

2 A.A.C. R14-02-211A.5 only applies to termination of service due to an inability  
3 to pay. Service was not terminated due to the Complaints' inability to pay<sup>3</sup> and the  
4 Complainants have never asserted an inability to pay for electric service. Secondly, a person  
5 seeking relief under the rule must also demonstrate, through an opinion of a licensed medical  
6 physician that termination of electric service "would be especially dangerous to [their] health"  
7 or that life supporting equipment used in the home is dependent on utility service for  
8 operation. Complainants have not substantiated either of these conditions exist. Mr. Chantel  
9 purportedly uses a medical appliance that provides low pressurized oxygen while he sleeps  
10 (for sleep apnea). Sleep apnea simply is not the type of medical condition encompassed by  
11 A.A.C. R14-2-211A.5. Mr. Chantel also admitted (in Superior Court during oral argument on  
12 Mohave's Motion to Dismiss the Chantels' Petition for Writ of Mandamus against Mohave)  
13 that he has electric generators supplying his electric power needs at his east Kingman  
14 residence. Therefore, the use of the equipment is not dependent on utility service from  
15 Mohave for its operation.  
16

17  
18 The Complainants reliance on A.A.C. R14-2-211A.5 in an effort to avoid  
19 dismissal and continue to pursue their claim is without merit and must be summarily rejected.  
20

21 **SUMMARY**

22 Mohave disconnected service to the Complainants' residence and rerouted its  
23 distribution line after the Complainants constructed an unpermitted, illegal and hazardous  
24

25 <sup>3</sup> In fact, Complainants appear to be financially successful, having made approximately 70 sales of subdivided lands in Mohave County in the past ten years (most of which are believed to have been sold in the past few years (see Exhibit C).

1 Mohave County building permit and in violation of industry standards for clearance.<sup>1</sup> Based  
2 on these facts, Mohave County instructed Mohave to deenergize the line over the  
3 Complainant's structure and to reroute the distribution line.<sup>2</sup> Mohave followed the instruction  
4 of the County after notice to the Complainants. The Complainant refused to cooperate with  
5 either Mohave or the County, instead asserting that the County's permitting requirements  
6 were inapplicable to what Complainants alleged was artwork.  
7

8 The only defense raised to Mohave's Motion to Dismiss is an alleged medical  
9 health issue. The Complainants contend Mohave's right to terminate service to comply with  
10 the County's instruction and due to an obvious hazard is trumped by an existing medical  
11 condition. Complainants are wrong. *Compare*, A.A.C. R14-2-211C.1.f and B.1.a  
12 (authorizing termination of service to comply with governmental agency or due to existence  
13 of hazardous condition) to A.A.C. R14-2-211A.5 (precluding termination of service for  
14 nonpayment where termination would be especially dangerous to the health of a customer).  
15  
16  
17  
18  
19

---

20 <sup>1</sup> Industry standards require at least a 12.5 foot clearance (see Exhibit A attached hereto) for the distribution  
21 line in question. The concrete building was at least 2 feet shy of this requirement, exposing Mohave to  
22 considerable liability should inadequate clearance become a factor in any accident or event (including any  
23 disruption of power to the nearby railroad crossing signal).

24 <sup>2</sup> A case which addresses similar circumstances is *Boardmaster Corp. v. Jackson County*, 198 P.3d 454  
25 (Or.App. 2008), where the Oregon Court of Appeals affirmed a trial court granting of a motion to dismiss when  
a utility company relied on instructions from county officials to disconnect a utility customer's electricity  
(attached as Exhibit B). A.A.C. R14-2-211C.1.f. allows termination of electric service with notice "when  
necessary for the utility to comply with an order of any governmental agency having such jurisdiction." A.A.C.  
R14-2-211B.1.a authorizes termination of service without advance written notice in the case of the existence of  
an obvious hazard to the safety or health of the consumer or the general population or the utility's personnel or  
facilities.

1 structure directly under Mohave's existing line. Commission Staff examined the situation  
2 following Complainants September 2008 informal complaint and advised Complainants that  
3 Mohave discontinued service in accordance with the Commission's rules.

4 Complainants' reliance on A.A.C. R14-2-211 is misplaced. The Rule requires  
5 both a serious medical condition and termination due to a financial inability to pay for  
6 services. The Complainants provide no evidence that they satisfy either prong.

7 Accordingly, Mohave respectfully requests its Motion to Dismiss the  
8 Complainants' Complaint be granted, with no relief being granted to Complainants.

9 DATED this 28<sup>th</sup> day of April, 2009.

10  
11  
12 CURTIS, GOODWIN, SULLIVAN,  
UDALL & SCHWAB, P.L.C.

13  
14 By: 

15 Michael A. Curtis  
16 Larry K. Udall  
17 501 East Thomas Road  
18 Phoenix, Arizona 85012-3205  
19 Attorneys for Mohave Electric  
Cooperative, Inc.

20 PROOF OF AND CERTIFICATE OF MAILING

21 I hereby certify that on this 28<sup>th</sup> day of April, 2009, I caused the foregoing  
22 document to be served on the Arizona Corporation Commission by delivering the original and  
thirteen (13) copies of the above to:

23 Docket Control  
24 Arizona Corporation Commission  
1200 West Washington  
25 Phoenix, Arizona 85007

1 COPY of the foregoing hand delivered  
2 this 28<sup>th</sup> day of April, 2009 to:

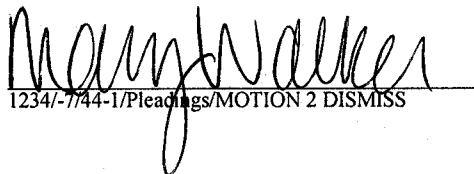
3 Lyn Farmer, Chief Hearing Officer  
4 Arizona Corporation Commission  
5 1200 West Washington  
6 Phoenix, Arizona 85007

7 Janice Alward, Legal Division  
8 Arizona Corporation Commission  
9 1200 West Washington  
10 Phoenix, Arizona 85007

11 Ernest Johnson, Utilities Division  
12 Arizona Corporation Commission  
13 1200 West Washington  
14 Phoenix, Arizona 85007

15 Copy of the foregoing mailed  
16 this 28<sup>th</sup> day of April, 2009 to:

17 Roger and Darlene Chantel  
18 10001 East Highway 66  
19 Kingman, Arizona 86401

20   
21  
22  
23  
24  
25

1234/-7/44-1/Pleadings/MOTION 2 DISMISS

# EXHIBIT A



INTERNAL MEMORANDUM

Thursday, October 16, 2008

To: Thomas Longtin

From: Engineering

Re: NESC Clearance Information  
Chantel

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Attached is Table 234-1 from the 2007 National Electric Safety Code (NESC); this table governs clearances between Open Supply Conductors (750v to 22kV) that are adjacent but not attached to buildings.

Assuming that the roof is not accessible to pedestrians, the NESC requires that the minimum vertical clearance between the roof and the closest phase wire shall be 12'-6". The actual vertical clearance between the closest part of the building and the closest 14.4 kV phase conductor (measured at the site on September 14, 2008) was 10'-6".

These measurements were taken at approximately 11:00 a.m. It should be noted that the conductors would be subject to significantly more sag as the ambient temperature and electrical load on the conductor increased, decreasing the clearance to the building. In addition, the measurements were taken to the bare frame of the building, prior to the installation of gunite or any other roofing material (which would reduce the clearance even more).

T-234-1(m)

## Part 2: Safety Rules for Overhead Lines

T-234-1(ft)

⑥ Where available space will not permit this value, the clearance may be reduced to 2.00 m for conductors limited to 8.7 kV to ground.

⑦ The clearance values shown in this table are computed by adding the applicable Mechanical and Electrical (M & E) value of Table A-1 to the applicable Reference Component of Table A-2b of Appendix A.

⑧ The anchor end of guys insulated in accordance with Rule 279 may have the same clearance as grounded guys.

⑨ For clearances above railings, walls, or parapets around balconies or roofs, use the clearances required for row 1b(1). For such clearances where an outside stairway exists, use the clearances required for row 2b(2).

⑩ Does not include neutral conductors meeting Rule 230E1.

ft

Table 234-1—

**Clearance of wires, conductors, cables, and unguarded rigid live parts adjacent but not attached to buildings and other installations except bridges** ⑪

(Voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems. Clearances are with no wind displacement except where stated in the footnotes below.

See Rules 234C1a, 234C2, and 234H4.)

Clearance of	Insulated communication conductors and cables; messengers; surge-protection wires; grounded guys; ungrounded guys exposed to 0 to 300 V ⑫; neutral conductors meeting Rule 230E1; supply cables meeting Rule 230C1 (ft)	Supply cables of 0 to 750 V meeting Rule 230C2 or 230C3 (ft)	Unguarded rigid live parts, 0 to 750 V; non-insulated communication conductors; ungrounded equipment cases, 0 to 750 V; ungrounded guys exposed to open supply conductors of over 300 V to 750 V ⑬ (ft)	Supply cables over 750 V meeting Rule 230C2 or 230C3; open supply conductors, 0 to 750 V (ft) ⑭	Unguarded rigid live parts, over 750 V to 22 kV; ungrounded equipment cases, 750 V to 22 kV; ungrounded guys exposed to over 750 V to 22 kV ⑮ (ft)	Open supply conductors, over 750 V to 22 kV (ft)
<b>1. Buildings</b>						
<b>a. Horizontal</b>						
(1) To walls, projections, and guarded windows	4.5 <sup>⑯⑰⑱</sup>	5.0 <sup>⑲</sup>	5.0 <sup>⑲</sup>	5.5 <sup>⑲⑳</sup>	7.0 <sup>⑲</sup>	7.5 <sup>⑲⑳㉑</sup>
(2) To unguarded windows ⑳	4.5	5.0	5.0	5.5 <sup>㉒</sup>	7.0	7.5 <sup>㉒</sup>
(3) To balconies and areas readily accessible to pedestrians ㉓	4.5	5.0	5.0	5.5 <sup>㉔</sup>	7.0	7.5 <sup>㉔</sup>
<b>b. Vertical ㉕</b>						
(1) Over or under roofs or projections not readily accessible to pedestrians ㉖	3.0	3.5	10.0	10.5	12.0	12.5



T-234-1(ft)

## Part 2: Safety Rules for Overhead Lines

T-234-1(ft)

ft

Table 234-1— (continued)

**Clearance of wires, conductors, cables, and unguarded rigid live parts adjacent but not attached to buildings and other installations except bridges<sup>Ⓢ</sup>**

(Voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems. Clearances are with no wind displacement except where stated in the footnotes below.)

See Rules 234C1a, 234C2, and 234H4.)

Clearance of	Insulated communication conductors and cables; messengers; surge-protection wires; grounded guys; ungrounded guys exposed to 0 to 300 V <sup>Ⓢ</sup> ; neutral conductors meeting Rule 230E1; supply cables meeting Rule 230C1 (ft)	Supply cables of 0 to 750 V meeting Rule 230C2 or 230C3 (ft)	Unguarded rigid live parts, 0 to 750 V; non-insulated communication conductors; ungrounded equipment cases, 0 to 750 V; ungrounded guys exposed to open supply conductors of over 300 V to 750 V <sup>Ⓢ</sup> (ft)	Supply cables over 750 V meeting Rule 230C2 or 230C3; open supply conductors, 0 to 750 V (ft) <sup>Ⓢ</sup>	Unguarded rigid live parts, over 750 V to 22 kV; ungrounded equipment cases, 750 V to 22 kV; ungrounded guys exposed to over 750 V to 22 kV <sup>Ⓢ</sup> (ft)	Open supply conductors, over 750 V to 22 kV (ft)
(2) Over or under balconies and roofs readily accessible to pedestrians <sup>Ⓢ</sup>	10.5	11.0	11.0	11.5	13.0	13.5
(3) Over roofs accessible to vehicles but not subject to truck traffic <sup>Ⓢ</sup>	10.5	11.0	11.0	11.5	13.0	13.5
(4) Over roofs accessible to truck traffic <sup>Ⓢ</sup>	15.5	16.0	16.0	16.5	18.0	18.5
2. Signs, chimneys, billboards, radio and television antennas, tanks, and other installations not classified as buildings or bridges						
a. Horizontal <sup>Ⓢ</sup>						
(1) To portions that are readily accessible to pedestrians <sup>Ⓢ</sup>	4.5	5.0	5.0 <sup>ⓈⓈ</sup>	5.5 <sup>Ⓢ</sup>	7.0 <sup>ⓈⓈ</sup>	7.5 <sup>ⓈⓈ</sup>
(2) To portions that are not readily accessible to pedestrians <sup>Ⓢ</sup>	3.0	3.5	5.0 <sup>ⓈⓈ</sup>	5.5 <sup>ⓈⓈⓈ</sup>	7.0 <sup>ⓈⓈ</sup>	7.5 <sup>ⓈⓈⓈⓈ</sup>
b. Vertical						

T-234-1(ft)

Part 2: Safety Rules for Overhead Lines

T-234-1(ft)

ft

Table 234-1— (continued)

**Clearance of wires, conductors, cables, and unguarded rigid live parts adjacent but not attached to buildings and other installations except bridges<sup>ⓐ</sup>**

(Voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems. Clearances are with no wind displacement except where stated in the footnotes below.

See Rules 234C1a, 234C2, and 234H4.)

Clearance of	Insulated communication conductors and cables; messengers; surge-protection wires; grounded guys; ungrounded guys exposed to 0 to 300 V <sup>ⓑ</sup> ; neutral conductors meeting Rule 230E1; supply cables meeting Rule 230C1 (ft)	Supply cables of 0 to 750 V meeting Rule 230C2 or 230C3 (ft)	Unguarded rigid live parts, 0 to 750 V; non-insulated communication conductors; ungrounded equipment cases, 0 to 750 V; ungrounded guys exposed to open supply conductors of over 300 V to 750 V <sup>ⓑ</sup> (ft)	Supply cables over 750 V meeting Rule 230C2 or 230C3; open supply conductors, 0 to 750 V (ft) <sup>ⓑ</sup>	Unguarded rigid live parts, over 750 V to 22 kV; ungrounded equipment cases, 750 V to 22 kV; ungrounded guys exposed to over 750 V to 22 kV <sup>ⓑ</sup> (ft)	Open supply conductors, over 750 V to 22 kV (ft)
(1) Over or under catwalks and other surfaces upon which personnel walk	10.5	11.0	11.0	11.5	13.0	13.5
(2) Over or under other portions of such installations <sup>ⓑ</sup>	3.0	3.5	5.5	6.0 <sup>ⓑ</sup>	7.5	8.0

ⓐWhere building, sign, chimney, antenna, tank, or other installation does not require maintenance such as painting, washing, changing of sign letters, or other operations that would require persons to work or pass between wires, conductors, cables or unguarded rigid live parts and structure, the clearance may be reduced by 2 ft.

ⓑWhere available space will not permit this value, the clearance may be reduced by 2 ft provided the wires, conductors, or cables, including splices and taps, and unguarded rigid live parts have a covering that provides sufficient dielectric strength to limit the likelihood of a short circuit in case of momentary contact with a structure or building.

ⒶA roof, balcony, or area is considered readily accessible to pedestrians if it can be casually accessed through a doorway, ramp, window, stairway, or permanently mounted ladder by a person on foot who neither exerts extraordinary physical effort nor employs tools or devices to gain entry. A permanently mounted ladder is not considered a means of access if its bottom rung is 8 ft or more from the ground or other permanently installed accessible surface.

ⓐThe required clearances shall be to the closest approach of motorized signs or moving portions of installations covered by Rule 234C.

ⓑUngrounded guys and ungrounded portion of guys between guy insulators shall have clearances based on the highest voltage to which they may be exposed to a slack conductor or guy.

ⒸFor the purpose of this rule, trucks are defined as any vehicle exceeding 8 ft in height.

ⒹThis clearance may be reduced to 3 in for the grounded portions of guys.

ⒺWindows not designed to open may have the clearances permitted for walls and projections.

ⒻThe clearance at rest shall be not less than the value shown in this table. Also, when the conductor or cable is displaced by wind, the clearance shall be not less than 3.5 ft; see Rule 234C1b.

ⒼThe clearance at rest shall be not less than the value shown in this table. Also, when the conductor or cable is displaced by wind, the clearance shall be not less than 4.5 ft; see Rule 234C1b.

ⒽWhere available space will not permit this value, the clearance may be reduced to 7.0 ft for conductors limited to 8.7 kV to ground.

T-234-1(ft)

## Part 2: Safety Rules for Overhead Lines

T-234-2(m)

Ⓐ The clearance values shown in this table are computed by adding the applicable Mechanical and Electrical (M & E) value of Table A-1 to the applicable Reference Component of Table A-2b of Appendix A.

Ⓑ The anchor end of guys insulated in accordance with Rule 279 may have the same clearance as grounded guys.

Ⓒ For clearances above railings, walls, or parapets around balconies or roofs, use the clearances required for row 1b(1). For such clearances where an outside stairway exists, use the clearances required for row 2b(2).

Ⓓ Does not include neutral conductors meeting Rule 230E1.

Table 234-2—

m

**Clearance of wires, conductors, cables, and unguarded rigid live parts from bridges**  
(Voltages are phase to ground for effectively grounded circuits and those other circuits where all ground faults are cleared by promptly de-energizing the faulted section, both initially and following subsequent breaker operations. See the definitions section for voltages of other systems. Clearances are with no wind displacement except where stated in the footnotes below.)

See Rules 234D1a and 234H4.)

	Unguarded rigid live parts, 0 to 750 V; noninsulated communication conductors; supply cables of 0 to 750 V meeting Rule 230C2 or 230C3 Ⓐ; ungrounded equipment cases, 0 to 750 V; ungrounded guys exposed to open supply conductors over 300 V to 750 V Ⓐ (m)	Supply cables over 750 V meeting Rule 230C2 or 230C3 Ⓐ; open supply conductors, 0 to 750 V (m) Ⓓ	Open supply conductors, over 750 V to 22 kV (m)	Unguarded rigid live parts, over 750 V to 22 kV, ungrounded equipment cases, 750 V to 22 kV; ungrounded guys exposed to open supply conductors of over 750 V to 22 kV Ⓐ (m)
1. Clearance over bridges Ⓐ				
a. Attached Ⓐ	0.90	1.07	1.70	1.50
b. Not attached	3.0	3.2	3.8	3.6
2. Clearance beside, under, or within bridge structure Ⓐ				
a. Readily accessible portions of any bridge including wing, walls, and bridge attachments Ⓐ				
(1) Attached Ⓐ	0.90	1.07 Ⓐ	1.70 Ⓐ	1.50
(2) Not attached	1.50	1.70 Ⓐ	2.30 Ⓐ	2.00
b. Ordinarily inaccessible portions of bridges (other than brick, concrete, or masonry) and from abutments Ⓐ				
(1) Attached Ⓐ Ⓓ	0.90	1.07 Ⓐ	1.70 Ⓐ	1.50
(2) Not attached Ⓐ Ⓓ	1.20	1.40 Ⓐ	2.00 Ⓐ	1.80

# EXHIBIT B

 West Reporter Image (PDF)

224 Or.App. 533, 198 P.3d 454

Court of Appeals of Oregon.  
**BOARDMASTER CORPORATION, Larry Olson, and Garry Olson, Plaintiffs-Appellants,**  
 v.  
**JACKSON COUNTY, R. Michael Kuntz, and Pacific Power, Defendants-Respondents.**

070876L2, A137053.  
 Argued and Submitted July 17, 2008.  
 Decided Dec. 24, 2008.

**Background:** Property owner brought action against electrical utility, county, and county official, alleging that utility wrongfully disconnected its electrical power based on letter from county. The Jackson County Circuit Court, G. Philip Arnold, J., dismissed claims against utility for failure to state ultimate facts sufficient to constitute a claim, and dismissed claims against county and official as barred by two-year statute of limitations. Owner appealed.

**Holdings:** The Court of Appeals, Haselton, P.J., held that:

- (1) utility could not be liable for alleged damages resulting from disconnection, and
- (2) county's letter and subsequent refusal to order reconnection of electricity was not a continuing tort, for statute of limitations purposes.

Affirmed.

#### West Headnotes

[1]  KeyCite Citing References for this Headnote

↳ 145 Electricity

↳ 145k11.1 Discontinuance of Supply

↳ 145k11.1(1) k. In General. Most Cited Cases

Electric utility acted in reliance on letter from county in disconnecting property owner's electricity, and thus could not be liable for alleged damages resulting from disconnection pursuant to tariff stating that utility could have no liability for interruption in service due to cause beyond utility's reasonable control, including governmental authority.

[2]  KeyCite Citing References for this Headnote

↳ 241 Limitation of Actions

↳ 241III Computation of Period of Limitation

↳ 241III(A) Accrual of Right of Action or Defense

↳ 241k55 Torts

↳ 241k55(6) k. Continuing Injury in General. Most Cited Cases

County's allegedly negligent order that property owner's electrical power be shut off, and subsequent refusal to order restoration of owner's electricity, was not a continuing tort, and thus owner's action against county and county official for damages arising from shut off, filed over two years after county's order, was untimely; county's failure to correct allegedly negligent order did not turn a discrete and separately actionable act into a continuing tort. West's Or.Rev. Stat. Ann. § 30.275(9).

[3]  KeyCite Citing References for this Headnote

↳ 30 Appeal and Error

↳ 30V Presentation and Reservation in Lower Court of Grounds of Review

- ◀ 30V(A) Issues and Questions in Lower Court
- ◀ 30k170 Nature or Subject-Matter of Issues or Questions
- ◀ 30k170(1) k. In General. Most Cited Cases

Property owner failed to preserve for appellate review its contention that county wrongfully failed to order restoration of owner's electrical power within statute of limitations, on appeal from dismissal of owner's complaint for failure to sufficiently allege that county's refusal to order restoration of owner's electricity was a continuing tort; owner's contention on appeal was new and qualitatively different from its contention before trial court.

[4]  KeyCite Citing References for this Headnote

- ◀ 241 Limitation of Actions
  - ◀ 241II Computation of Period of Limitation
    - ◀ 241II(A) Accrual of Right of Action or Defense
      - ◀ 241k55 Torts
        - ◀ 241k55(6) k. Continuing Injury in General. Most Cited Cases

Alleged continuing harm from county's allegedly negligent order that property owner's electrical power be shut off was not the same as continuing tortious conduct, for purposes of determining whether owner's action against county was barred by two-year statute of limitations; continuing harm, standing alone, could not constitute a continuing tort. West's Or.Rev. Stat. Ann. § 30.275(9).

[5]  KeyCite Citing References for this Headnote

- ◀ 241 Limitation of Actions
  - ◀ 241II Computation of Period of Limitation
    - ◀ 241II(A) Accrual of Right of Action or Defense
      - ◀ 241k55 Torts
        - ◀ 241k55(6) k. Continuing Injury in General. Most Cited Cases

Any continuing duty that a defendant may have to rectify its alleged negligence does not allow a plaintiff to avoid the statute of limitations when the defendant takes no further action.

**\*\*455** Eric A. Kaufman, Medford, argued the cause and filed the briefs for appellants.

Benjamin M. Bloom, Medford, argued the cause for respondents Jackson County and R. Michael Kuntz. With him on the brief was Hornecker, Cowling, Hassen & Heysell, L.L.P.

Jeffrey S. Lovinger, Portland, argued the cause for respondent Pacific Power. With him on the brief were Kenneth E. Kaufmann, Charles A.C. von Reis, and Lovinger Kaufmann LLP.

Before HASELTON, Presiding Judge, and ARMSTRONG, Judge, and ROSENBLUM, Judge.

HASELTON, P.J.

**\*535** Plaintiffs, **BoardMaster** Corporation (**BoardMaster**) and its officers, Larry and Garry **Olson**, brought this action against defendants Pacific Power, Jackson County, and R. Michael Kuntz after Jackson County ordered Pacific Power to discontinue electrical service to **BoardMaster's** lumber mill. The trial court dismissed plaintiffs' claims against defendant Pacific Power, pursuant to ORCP 21 A(8), on the basis that applicable tariffs authorized Pacific Power to discontinue plaintiffs' electrical service. The trial court also determined that plaintiffs failed to commence their claims against defendants Jackson County and Kuntz within the time limited by statute, ORS 30.275(9), and, consequently, dismissed plaintiffs' claims against those defendants pursuant to ORCP 21 A(9). Plaintiffs challenge both rulings on appeal, and we affirm.

In reviewing the grant of a motion to dismiss, we assume the truth of all allegations in the complaint, as well as any inferences **\*\*456** that may be drawn, and view them in the light most favorable to the nonmoving party. Wiederhorn v. Multnomah Athletic Club, 215 Or.App. 392, 394, 170 P.3d 1 (2007). Our review of a motion to dismiss based on failure to state ultimate facts sufficient to constitute a claim, ORCP 21 A(8), or failure to commence an

action within the time limited by statute, ORCP 21 A(9), is limited to the allegations, including exhibits incorporated by reference, of the complaint. ORCP 21 A; *Wiederhorn*, 215 Or.App. at 394, 170 P.3d 1; *Checkley v. Boyd*, 170 Or.App. 721, 730, 14 P.3d 81 (2000), *rev. den.*, 332 Or. 239, 28 P.3d 1174 (2001).

Plaintiffs' complaint includes the following material allegations: In July 2002, plaintiff **BoardMaster** purchased property located at 747 West Fork Trail Creek Road in Jackson County, for the purpose of operating a lumber mill and general lumber sales. Larry and Garry **Olson** served as **BoardMaster's** President and Secretary, respectively.

On June 13, 2003, Kuntz, the Code Enforcement Manager for Jackson County, sent a letter on behalf of the county to Pacific Power. That letter, which was incorporated by reference in plaintiffs' complaint, identified the owner of **\*536 BoardMaster's** property as "Mr. Wilbur Pride Jones" and stated the following, in relevant part:

"With regard to [747 West Fork Trail Cr. Rd], Mr. Jones has been issued a direction to obtain the required building and electrical permits for an addition to the house at this address. Mr. Jones has, evidently, chosen not to adhere to the requirements of the Oregon Revised Statutes.

"With reference to ORS 479.550, 479.820, and 479.830, Jackson County has no alternative but to order Pacific Corp. to disconnect the Electrical Service to 747 West Fork Trail Cr. Rd. Mr. Jones has not obtained the proper permits in order to have this property inspected for Fire and Life Safety minimum standards, therefore, it must be considered to have failed those standards at this time (ORS 479.820(a)(2)).

"This is, by definition, a 'flagrant' violation of law, and is subject to further action by the County or State.

"Please disconnect PP & L service to this site."

Plaintiffs allege that the representations made in that letter were false and that the statutes cited in the letter did not provide Jackson County with legal authority to order the power to be removed.

On June 24, 2003, Pacific Power delivered a letter to **BoardMaster** notifying it that Jackson County had ordered Pacific Power to shut off electricity to **BoardMaster's** property because an electrical permit had not been issued for power to run to a manufactured home on that property.

On August 2, 2003, **BoardMaster** hired an electrician to remove the electrical line from the lumber mill to the manufactured home. Plaintiffs allege that disconnecting the electrical line to the manufactured home cured any existing electrical hazard or code violation on **BoardMaster's** property.<sup>FN1</sup> **BoardMaster** sent proof of that removal to Jackson **\*537** County, Kuntz, and Pacific Power via facsimile and certified mail.

**FN1.** Plaintiffs do not allege that they obtained or attempted to obtain an electrical permit, despite references to lack of proper permits in both the June 13, 2003, letter and the June 24, 2003, letter. Thus, plaintiffs' allegation that the code violation was cured appears to be based solely on plaintiffs' disconnection of the electrical line from the lumber mill to the manufactured home.

On August 5, 2003, Pacific Power, relying on the July 13 letter from Jackson County, disconnected electric service to **BoardMaster's** property and, consequently, to its lumber mill. Plaintiffs allege that Pacific Power disconnected power despite the fact that plaintiffs had already cured any violation and notified all defendants of that cure.

At times after August 5, 2003, including during the two years prior to the filing of plaintiffs' complaint on March 6, 2007, **BoardMaster** contacted all defendants to request restoration of electrical power to the lumber mill-but those requests were denied. Plaintiffs further allege that **BoardMaster** continued, on a daily basis, to be financially injured by defendants' actions.

**\*\*457** Plaintiffs filed their complaint on March 6, 2007, alleging claims for relief for, *inter alia*, negligence, misrepresentation, intentional infliction of emotional distress, and breach of contract. Specifically, and most pertinent to this appeal, plaintiffs allege, *inter alia*, that: (1) Pacific Power was negligent in (a) "failing to recognize that the legal authority cited to them in Jackson County's letter ordering power to be removed was invalid, and in failing to properly research the matter prior to acting upon said letter" and (b) "failing to restore power to plaintiffs' lumber mill, even with knowledge that plaintiffs had cured the code violation"; (2) Kuntz was negligent in "failing to request Pacific Power to return power to the lumber mill during the past two years, even though no code violations exist"; (3) Jackson County was negligent in "failing to have its employees request Pacific Power to restore power to

the lumber mill"; and, finally, (4) the **Olsons** "have had to endure years of pain and suffering in trying to get the power restored."

Pacific Power moved to dismiss plaintiffs' claims against it on the ground that, pursuant to ORCP 21 A(8), plaintiffs had failed to state ultimate facts sufficient to constitute a claim for relief. In particular, Pacific Power argued that the terms of an applicable tariff protect it from liability for harm resulting from service disconnection in reliance on apparent governmental authority. That tariff states, in part:

**\*538** "The Company does not guarantee constant or uninterrupted delivery of electric service and shall have no liability \* \* \* for any \* \* \* suspension \* \* \* in electrical service or for any loss or damage caused thereby if such \* \* \* suspension \* \* \* results from the following:

"(a) Causes beyond the Company's reasonable control including, but not limited to, \* \* \* governmental authority \* \* \*."

Pacific Power & Light Co., *General Rules and Regulations: Continuity of Electric Service and Interruptions*, Rule 14 (Jan. 16, 2002) (Rule 14). Consequently, according to Pacific Power, because it suspended plaintiffs' electric service in reliance on an order from Jackson County, Rule 14 protects it from liability for doing so.

Alternatively, Pacific Power argued that, pursuant to ORCP 21 A(9), plaintiffs' complaint required dismissal because plaintiffs' claims had not been commenced within the time limited by statute, as provided in ORS 12.110(1).

Defendants Jackson County and Kuntz likewise moved to dismiss plaintiffs' claims against them pursuant to ORCP 21 A(9). Those defendants argued, *inter alia*, that plaintiffs failed to commence their claims within the two-year statutory period enumerated in ORS 30.275(9).<sup>FN2</sup>

<sup>FN2</sup>. All defendants additionally moved to strike and make more definite and certain portions of plaintiffs' complaint. Because the trial court granted defendants' motions to dismiss, it did not rule on those other motions.

Plaintiffs opposed those motions. In response to Pacific Power's motion to dismiss under ORCP 21 A(8), plaintiffs contended that, to avoid liability based on Rule 14, the cause for disconnecting power must have been "beyond the Company's reasonable control." Consequently, plaintiffs argued, Rule 14 is not applicable because three allegations in their complaint identify causes not beyond Pacific Power's reasonable control: (1) Pacific Power failed to recognize that the legal authority cited to them in the letter from Jackson County was invalid; (2) Pacific Power failed to restore power to plaintiffs' lumber mill even after plaintiffs had cured the code violation; and (3) Pacific Power failed to follow Oregon law.

**\*539** Plaintiffs further remonstrated that an alternative tariff to Rule 14 is controlling in this case. That tariff states, in part:

#### **"B. Unsafe Wiring or Equipment**

"Company shall have the right to refuse or discontinue electric service if any part of the Consumer's wiring or equipment, or the use thereof shall be found to be unsafe by Company or in violation of applicable laws, ordinances, rules or regulations of public authorities *until it shall have been put in a safe condition or the violation remedied*. Company does not assume the duty of inspecting or repairing the Consumer's lines or appliances or apparatus or **\*458** any part thereof and assumes no liability therefor."

Pacific Power & Light Co., *General Rules and Regulations: Discontinuance of Service for Other Causes*, Rule 11-1 (Jan. 16, 2002) (Rule 11-1) (boldface in original; emphasis added). Plaintiffs argued that, because they alleged that the electrical violation on **BoardMaster's** property had been remedied, under Rule 11-1, Pacific Power no longer had the right to refuse service.

In response to defendants' ORCP 21 A(9) motions to dismiss, plaintiffs argued that "[p]laintiffs allege a continuing tort, which seeks damages 'for the cumulative effect of wrongful behavior, not for discrete elements of that conduct[.]' *Davis v. Bostick*, 282 Or. 667, 671[, 580 P.2d 544] (1978) [.]" and, thus, their complaint was not time barred by the applicable statute of limitations. Invoking *Holdner v. Columbia County*, 51 Or.App. 605, 627 P.2d 4 (1981), plaintiffs contended that defendants' actions-refusing to restore power to **BoardMaster's** property-



constituted "ongoing conduct" and, thus, occurred within the two years prior to filing the complaint.

The trial court agreed with defendants and dismissed plaintiffs' complaint. Specifically, the trial court granted Pacific Power's motion to dismiss under ORCP 21 A(8), reasoning that, under either Rule 11-1 or Rule 14 of the applicable tariffs, Pacific Power was authorized to turn off the power. In so ruling, the trial court explained that

"[n]o rules or regulations cited to this Court place the burden of evaluating (1) the accuracy of the county's letter \*540 directing power cutoff or (2) the sufficiency of plaintiffs' \* \* \* alleged 'cure' on Pacific Power. **Boardmaster's** dispute, if any, is with Jackson County, not Pacific Power."

Because the trial court granted Pacific Power's motion on that ground, it did not address Pacific Power's alternative argument that plaintiffs' complaint was time barred by ORS 12.110(1).

The trial court also granted Jackson County and Kuntz's motion to dismiss claims against them based on expiration of the statute of limitations, ORCP 21 A(9), reasoning that plaintiffs' claims were time barred by ORS 30.275(9). Relying on *Davis*, 282 Or. at 674, 580 P.2d 544, the trial court concluded that it is "clear there is no continuing tort in this case":

"In this case, **Boardmaster** alleges either one or two discrete 'wrongs' by Jackson County: directing Pacific Power to turn off the power (and associated misrepresentations and failures to research or rely on the proper law) in 2003 and then not directing Pacific Power to turn power back on again when **Boardmaster** asserted in 2003 the code violations had been remedied. Those actions, if wrongful, created the cause of action at the time they occurred. The fact that Jackson County did not, in **Boardmaster's** words, 'green light' the property does not convert the act of having the power turned off (and then not 'green lighting' it) into a continuing tort."

In sum, the trial court dismissed with prejudice plaintiffs' complaint as to all defendants.

On appeal, plaintiffs argue that the trial court erred in granting defendants' motions to dismiss because (1) neither Rule 14 nor Rule 11-1 absolves Pacific Power from liability and (2) a continuing tort was alleged and, thus, plaintiffs filed their claims within the statutory period. Defendants largely reiterate their contentions made before the trial court. For the reasons stated below, we agree with defendants.

[1] ☒ We begin by determining whether the trial court properly dismissed plaintiffs' claims against Pacific Power. We review the grant of a motion to dismiss under \*541 ORCP 21 A(8) for failure to state ultimate facts sufficient to constitute a claim as a matter of law. *Granewich v. Harding*, 329 Or. 47, 51, 985 P.2d 788 (1999).

Plaintiffs contend that neither Rule 14 nor Rule 11-1 absolves Pacific Power from liability. Pacific Power responds that either tariff gave it authority to disconnect **BoardMaster's** power and, for that reason, the trial court correctly granted its motion to dismiss under ORCP 21 A(8). Alternatively, Pacific Power argues that under the "right for the wrong reason" principle, the trial court correctly dismissed plaintiffs' complaint against \*\*459 it because it was barred by the applicable statute of limitations. For the reasons stated below, we agree with Pacific Power that Rule 14 precludes liability in this case and, thus, it is unnecessary to consider its alternative arguments.

Rule 14 states, in part:

#### "Continuity of Electric Service and Interruption

"Unless otherwise specified in a service agreement, electric service is intended to be continuously available. It is inherent, however, that there will at times be some degree of failure, interruption, suspension, curtailment or fluctuation. The Company does not guarantee constant or uninterrupted delivery of electric service and shall have no liability to its Consumers or any other persons for any interruption, suspension, curtailment or fluctuation in electric service or for any loss or damage caused thereby if such interruption, suspension, curtailment or fluctuation results from the following:

"(a) *Causes beyond the Company's reasonable control* including, but not limited to, accident or casualty, fire, flood, drought, wind, action of the elements, court orders, litigation, breakdown of or damage to facilities of the Company or of third parties, acts of God, strikes or other labor disputes, civil, military or *governmental authority*, electrical disturbances originating on or transmitted through electrical systems with which the Company's system is interconnected and acts or omissions of third parties."

- (Boldface in original; emphasis added.) <sup>FN3</sup>

FN3. We note that the propriety of referring to a tariff as the basis for a dismissal under ORCP 21 A(8) may be debatable. See, e.g., Adamson v. WorldCom Communications, Inc., 190 Or.App. 215, 221-22, 78 P.3d 577 (2003), rev. den., 336 Or. 657, 92 P.3d 122 (2004) (to take judicial notice of a tariff-and, thus, consider it on review of an ORCP 21 motion to dismiss-would require a conclusion that tariffs, in effect, are laws). Plaintiffs, however, have never disputed the propriety of Pacific Power's reliance on Rule 14, or the trial court's consideration of that tariff, in the context of a motion to dismiss. Indeed, plaintiffs, by their own invocation of Rule 11-1 in opposing Pacific Power's motion to dismiss, at least implicitly endorsed such consideration. Given that posture, we consider the tariff here, but imply no view as to the general propriety of the consideration of a tariff in an ORCP 21 motion to dismiss. See Pacific Coast Recovery Service, Inc. v. Johnston, 219 Or.App. 570, 574 n. 3, 184 P.3d 1127 (2008) (considering evidentiary materials in reviewing grant of ORCP 21 A(8) motion to dismiss, noting that "[n]either party objected to the other's submission of evidentiary materials, and the trial court's consideration of those materials, in the context of a motion to dismiss").

**\*542** Plaintiffs contend that the phrase "[c]auses beyond the Company's reasonable control" precludes a conclusion that Rule 14 absolves Pacific Power from liability in this case. Specifically, plaintiffs argue that the June 13, 2003, letter from Jackson County-which ordered Pacific Power to disconnect the power on **BoardMaster's** property-was not a cause beyond Pacific Power's "reasonable control." Rather, plaintiffs assert that it was within Pacific Power's "reasonable control" to determine that (1) the statutes cited in the letter did not give Jackson County authority to order the disconnection or, alternatively, (2) the code violation no longer existed and disconnection was thus unwarranted. Pacific Power responds that it did not have a duty to challenge, disobey, or otherwise second-guess a county order. We agree with Pacific Power.

The plain language of Rule 14 is instructive. In order to limit Pacific Power's liability, Rule 14 requires that the cause for suspending service be "beyond the Company's reasonable control." Rule 14 then provides a nonexhaustive list of such causes, including "governmental authority." Thus, on its face, Rule 14 requires no more than that Pacific Power have acted in reliance on "governmental authority"-a "cause" that the tariff explicitly deems to be "beyond the Company's reasonable control"-to protect Pacific Power from liability for suspending plaintiffs' electric service.

Plaintiffs contend, nonetheless, that causes independent of Pacific Power's reliance on "governmental authority" led to disconnection of **BoardMaster's** power-causes **\*543** that were within Pacific Power's "reasonable control." As support for that contention, plaintiffs invoke two Washington cases involving similar continuity-of-service provisions set **\*460** forth in tariffs and the Seattle Municipal Code. See National Union Ins. Co. v. Puget Power, 94 Wash.App. 163, 972 P.2d 481, rev. den., 138 Wash.2d 1010, 989 P.2d 1137 (1999) ("National Union"); Citoli v. City of Seattle, 115 Wash.App. 459, 468, 61 P.3d 1165, 1170 (2002), rev. den., 149 Wash.2d 1033, 75 P.3d 968 (2003). The first of those cases is materially distinguishable, and the second corroborates Pacific Power's-not plaintiffs'-position here.

In National Union, the insurer plaintiff sued the defendant, Puget Sound Power & Light, to recover insurance proceeds paid to a third party for business losses during a windstorm-related electric service interruption. 94 Wash.App. at 166, 972 P.2d at 482. The trial court granted summary judgment in favor of the defendant based on its argument that it was protected from liability by a "Continuity of Service" tariff <sup>FN4</sup> for any electric service interruption damages that resulted from circumstances beyond its reasonable control-such as windstorms-notwithstanding possible negligence in failing to utilize available backup equipment to serve its customers. *Id.* The Washington Court of Appeals held that the defendant was not absolved from liability for negligent failure to utilize available backup equipment, explaining:

FN4. That continuity-of-service tariff provided, in part:

"CONTINUITY OF SERVICE-Electric service is inherently subject to interruption, suspension, curtailment and fluctuation. Neither the Company nor any other person or entity shall have any liability to any Customer or any other person or entity for any interruption, suspension, curtailment, or fluctuation in service or for any loss or damage caused thereby if such interruption, suspension, curtailment, or fluctuation results from any of the following:

"a. Causes beyond the Company's reasonable control including, but not limited to, fire, flood,

drought, winds, acts of the elements[.]”

*National Union*, 94 Wash.App. at 168-69, 972 P.2d at 483 (citing Puget Sound Energy, *General Rules and Provisions: Continuity of Service*) (brackets in *National Union*).

“Puget Power's continuity-of-service tariff does not absolve it from liability for service interruptions that it could have controlled or mitigated but for its unreasonable or unexplained failure to utilize available backup equipment in \*544 order to reestablish service with a minimum of delay while storm damage to regular equipment is being repaired.”

94 Wash.App. at 175, 972 P.2d at 486.

In *Citoli*, the Seattle Police Department ordered the defendants, Puget Sound Energy and Seattle City Light, to shut off utilities to the building where the plaintiff maintained his business when, during the World Trade Organization summit, a large group of protestors forced entry into the building and occupied the two floors above the plaintiff's business. 115 Wash.App. at 465, 61 P.3d at 1169.

Puget Sound Energy contended that it was absolved from liability by a tariff, Puget Sound Energy Rule 14, which provides, in relevant part:

“The company, its employees and authorized representatives, or the customer will not be liable for losses or damages when such losses or damages result from any act, omission, or circumstances occasioned by or in consequence of \* \* \* the binding order of any court or *governmental authority*, \* \* \* and any other cause \* \* \*, *if the cause is not reasonably within the control of the party* asserting force majeure and which by the exercise of due diligence such party is unable to prevent or overcome.”

Puget Sound Energy, *Rules and Regulations: Force Majeure*, Rule 14 (Jan. 6, 2000) (emphasis added).

The Washington Court of Appeals agreed, concluding that Puget Sound Energy's Rule 14 limited its liability for shutting off the gas when ordered to do so by “governmental authority.” 115 Wash.App. at 483, 61 P.3d at 1178. The court distinguished its holding in *National Union*—that the tariff absolved Puget Power from liability for circumstances beyond its control, but not from its alleged negligent failure to activate the backup generators—because nothing in Rule 14 or applicable administrative rules gave Puget Sound Energy the duty to monitor the building to ascertain when the last of the protestors left. 115 Wash.App. at 485-86, 61 P.3d at 1179.

**\*\*461** Seattle City Light similarly contended that it was protected from liability under the Seattle Municipal Code, SMC 21.49.110(U), which provides, in part:

**\*545** “The Department shall not be liable for any loss, injury, or damage resulting from the interruption \* \* \* of electric service from any cause beyond the control of the Department, including, but not limited to \* \* \* governmental authority.”

The Washington Court of Appeals agreed. 115 Wash.App. at 477, 61 P.3d at 1175.

The court first explained that the code provision precluded contract liability because SMC 21.49.110(U)

“applies regardless of whether there was an ‘emergency declared by appropriate authority.’ Seattle City Light received a police order \* \* \* to shut off electricity to the building. This was a circumstance beyond its control. Seattle City Light's contractual duty to provide electrical service does not impose upon it a duty to second-guess police orders based on the absence of a formal declaration of emergency \* \* \*.”

*Id.* The court similarly rejected the plaintiff's contention that Seattle City Light was liable in negligence because it was within the utility's control to selectively shut down power to the other floors, while maintaining power to the first floor, which housed the plaintiff's business:

“[The plaintiff] has raised an inference that power could have been shut down to the second and third floors of the building while maintaining power to the first floor. But it does not follow that Seattle City Light breached its statutory or regulatory duty by following the order to terminate power to the entire building or by failing to reconnect power to [the plaintiff's] business while protestors still occupied the building. As previously discussed, SMC 21.49.110(U) limits Seattle City Light's liability for interruption of electrical service due to circumstances beyond its control, including civil or governmental orders.

\* \* \* \* \*

"The police acted in response to an emergency situation and reasonably ordered that power to the building be shut down. This situation was beyond the control of Seattle City Light."

115 Wash.App. at 479-80, 61 P.3d at 1176-77.

**\*546** Finally, the court rejected the plaintiff's contention that both Puget Sound Energy and Seattle City Light were liable for wrongful interference with business relationships:

"Puget Sound Energy and Seattle City Light shut off the utilities pursuant to police order. They did not have a duty to defy the order and turn the utilities back on, nor, in the case of Seattle City Light, to negotiate with the police regarding the possibility of restoring power to the first floor."

115 Wash.App. at 486, 61 P.3d at 1180.

The Washington Court of Appeals' reasoning in *Citoli* is compelling, and we adopt it here. As in *Citoli*, the applicable tariff in this case, Rule 14, limits Pacific Power's liability for suspending electrical service if such suspension is solely attributed to causes beyond Pacific Power's reasonable control, including "governmental authority." In discontinuing service to **BoardMaster's** property, Pacific Power acted as plaintiffs' complaint alleges pursuant to Jackson County's June 13, 2003, directive. That order from Jackson County constituted "governmental authority" and, as such, was beyond Pacific Power's "reasonable control." The circumstances here are, thus, directly analogous to those in *Citoli* and materially different from those in *National Union*, where the utility's (non)utilization of available backup equipment was a matter within the utility's "reasonable control." <sup>FN5</sup>

<sup>FN5.</sup> Plaintiffs assert that, under *Citoli* (and *National Union*), causes beyond a utility's "reasonable control," precluding liability, are limited to those arising in emergency situations. However, as noted, the court in *Citoli* concluded that liability was limited "regardless of whether there was an emergency declared by appropriate authority." 115 Wash.App. at 477, 61 P.3d at 1175. Nothing in Rule 14 compels a contrary conclusion.

Further, as in *Citoli*, Pacific Power, having discontinued service pursuant to governmental authority, had no duty to subsequently restore electrical service in violation of a still-**\*462** extant governmental directive that had never been modified or revoked. Pacific Power had no duty either to independently assess whether the county's order was well founded, or to negotiate with the county regarding the possibility of restoring power to **BoardMaster's** property upon **BoardMaster's** assertion that it had cured the alleged code **\*547** violation. Indeed, Pacific Power could arguably have been subject to civil liability if it had disobeyed Jackson County's order to disconnect service. See ORS 479.855(2)(a) (authorizing the Department of Consumer and Business Services to delegate power to counties to administer and enforce electrical safety provisions); ORS 479.820(2) (authorizing such counties to order disconnection of electrical service for failure to comply with safety standards); ORS 479.820(6) (prohibiting obstructing or interfering with such a county in the performance of any of the county's duties or exercise of its authority conferred in enforcing the safety provisions); ORS 479.995 (giving such counties discretion to impose a civil penalty for violating any of the safety provisions).

Plaintiffs counter that to so conclude is to immunize Pacific Power's unquestioning-in their view, mindless-adherence to governmental directives, including those that are baseless. That may be correct. But, as the trial court observed, plaintiffs' dispute is with the governmental authority-and not with the utility.

We thus conclude that, given the operation of Rule 14 in the circumstances alleged in plaintiffs' complaint, the trial court correctly granted Pacific Power's ORCP 21 A(8) motion to dismiss for failure to state ultimate facts sufficient to constitute a claim.

[2] ☒ We next consider whether the trial court erred in dismissing plaintiffs' claims against defendants Jackson County and Kuntz (collectively "Jackson County") as being barred by the statute of limitations, ORS 30.275(9). We review the grant of a motion to dismiss under ORCP 21 A(9) to determine whether the pleading on its face shows that the action was not timely filed. ORCP 21 A; *Allen v. Lawrence*, 137 Or.App. 181, 186, 903 P.2d 919 (1995), rev. den., 322 Or. 644, 912 P.2d 375 (1996).

ORS 30.275(9) provides:

"Except as provided in ORS 12.120, 12.135 and 659A.875, but notwithstanding any other provision of ORS chapter 12 or other statute providing a limitation on the commencement of an action, an action arising from any act or omission of a public body or an officer, employee or agent of a public body within the scope of ORS 30.260 to 30.300 **\*548** shall be commenced within two years after the alleged loss or injury."


(Emphasis added.)

This action was filed on March 6, 2007. That was more than two years after **BoardMaster's** electrical service was discontinued, on August 5, 2003, pursuant to Jackson County's directive.

In determining whether plaintiffs' complaint alleges tortious conduct falling within the limitation period prescribed in ORS 30.275(9), it is essential, at the outset, to distinguish those matters that are properly before us from those that are not. That is, we must identify those contentions that are properly preserved for our review.

Before the trial court, plaintiffs, in response to Jackson County's motion to dismiss, argued that their claims were not time barred only because the allegations in their complaint—specifically those pertaining to Jackson County's purported repeated denial of plaintiffs' requests to approve restoration of electrical service to **BoardMaster's** property within the two-year period preceding March 6, 2007—sufficiently alleged a "continuing tort," so that this action was "commenced within two years after the alleged loss or injury." ORS 30.275(9). Plaintiffs' invocation of a "continuing tort" theory was, in turn, predicated on their understanding of Davis and Holdner. See 224 Or.App. at 539, 198 P.3d at 458.

The trial court rejected that contention. In doing so, the court expressly noted that plaintiffs' opposition to Jackson County's motion "rests *exclusively* on **Boardmaster's** assertion that defendant[ ] Jackson County \* \* \* committed a continuing tort \* \* \*." (Emphasis added.) The trial court then explained **\*\*463** why, under the analysis of Davis and Holdner, plaintiffs' pleading did not sufficiently allege a "continuing tort."

[3]  On appeal, plaintiffs reprise their "continuing tort" contention as to why their claims are not time barred under ORS 30.275(9). However, plaintiffs also—for the first time at oral argument on appeal—advanced a new, and qualitatively different, contention. Specifically, plaintiffs contended that, regardless of whether their pleadings alleged a continuing **\*549** tort that began with, and was predicated on, the original August 5, 2003, county-ordered termination of service, their claims are nonetheless timely because Jackson County's failure to act on plaintiffs' demands made within two years of the filing of the complaint were independently actionable. That is, plaintiffs now alternatively contend that their complaint alleges that they made at least some demands on Jackson County after March 6, 2005, and that the county unreasonably failed to direct restoration of service—and those allegations plead, at least, *discrete instances* of actionable conduct within the two-year limitations period.

That belated contention is unpreserved for our review. It is qualitatively different from plaintiffs' sole contention before the trial court—and, indeed, on appeal until oral argument. To entertain such a qualitatively different contention in that posture would subvert the fundamental prudential purposes of our preservation requirements. See State v. Wyatt, 331 Or. 335, 343, 15 P.3d 22 (2000) ("[A] party must provide the trial court with an explanation of his or her objection that is specific enough to ensure that the court can identify its alleged error with enough clarity to permit it to consider and correct the error immediately, if correction is warranted."); State v. Taylor, 198 Or.App. 460, 469, 108 P.3d 682, *rev. den.*, 339 Or. 66, 118 P.3d 802 (2005) ("[T]he appealing party's statements before the trial court must have alerted the trial judge and opposing counsel to the substance of the position that is advanced on appeal."); *cf.* State v. Rumler, 199 Or.App. 32, 41, 110 P.3d 115 (2005) (describing Wyatt-driven preservation inquiry: "If we were to reverse based on [appellant's] argument, would the trial judge feel 'blindsided' by our ruling?").<sup>FN6</sup> We thus, properly, limit our consideration to plaintiffs' preserved "continuing tort" contention.

FN6. Accord Clinical Research Institute v. Kemper Ins. Co., 191 Or.App. 595, 607-08, 84 P.3d 147 (2004) (concluding that the plaintiff failed to preserve a contention advanced for the first time in its reply brief on appeal); State v. Avalos-Izquierdo, 175 Or.App. 229, 233 n. 2, 27 P.3d 528 (2001), *rev. den.*, 334 Or. 190, 47 P.3d 485 (2002) (concluding that the defendant's contention, raised for the first time in response to a question at oral argument on appeal, was not preserved).

In Davis, the Supreme Court explained the "continuing tort" doctrine: "[A]t the heart of the continuing tort idea is the concept that recovery is for the cumulative effect of **\*550** wrongful behavior, not for discrete elements of that conduct." 282 Or. at 671-72, 580 P.2d 544. There, the plaintiff brought an action in August 1976 against her former

husband, alleging that he had engaged in an intentional course of conduct designed to inflict emotional stress and mental anguish. *Id.* at 669-70, 580 P.2d 544. The conduct complained of consisted of 10 incidents—two in 1973 and at least two others before August 1974. *Id.* at 669, 580 P.2d 544. The defendant contended in the trial court that any consideration of those four incidents was barred by the two-year statute of limitations, ORS 12.110(1). *Id.* at 671, 580 P.2d 544. The trial court struck that defense on the ground that the plaintiff's pleading sufficiently alleged a "continuing tort" that consisted of all 10 instances, and the jury returned a verdict for the plaintiff. *Id.* at 669, 671, 580 P.2d 544.

The Supreme Court reversed. *Id.* at 675, 580 P.2d 544. The court concluded that each act alleged was "separately actionable" because each "caused harm." *Id.* at 672, 580 P.2d 544. The court noted that, unlike a continuing tort situation, where "the harm complained of \* \* \* [reaches] the level of actionability only at the end of the series of" actions, the defendant's conduct in *Davis* "repeatedly reached the level of actionability." *Id.* The Supreme Court further explained:

"Designating a series of discrete acts, even if connected in design or intent, a 'continuing tort' ought not to be a rationale by which the statute of limitations policy can \*\*464 be avoided, for surely the cause of action 'accrued' at some time \* \* \*; or, to put it another way, a cause of action does not reaccrue every time another distress is inflicted."

*Id.* at 674, 580 P.2d 544 (citations omitted). The court thus held that, because "a separate cause of action certainly could have been asserted after each of [the] defendant's \* \* \* acts," the plaintiff "was not entitled to revive the actionability by designating them merely as elements of a single tort." *Id.* at 673-75, 580 P.2d 544. *Accord Jeffries v. Mills*, 165 Or.App. 103, 116, 995 P.2d 1180 (2000) ("An individual specification of negligence or other tortious conduct, although set forth as part of a single cause of action, may be barred by the applicable statute of limitations if it alleges a harm that would be separately actionable.").

*Griffin v. Tri-Met*, 112 Or.App. 575, 577, 831 P.2d 42 (1992), *aff'd in part and rev'd in part on other grounds*, \*551 318 Or. 500, 870 P.2d 808 (1994), in contrast, involved a paradigmatic continuing tort. There, the plaintiff, a Tri-Met dispatcher, asserted a claim for unlawful HIV-based discrimination against Tri-Met. The complaint alleged a course of conduct, including events that occurred more than 180 days before the plaintiff gave Tri-Met notice of claim, as prescribed in ORS 30.260 to 30.300. 112 Or.App. at 579, 831 P.2d 42. Tri-Met successfully moved to strike allegations in the complaint pertaining to those events, arguing that any recovery based on that conduct was time barred. *Id.* However, the trial court denied Tri-Met's motion to exclude evidence of those events. *Id.* at 579-80, 831 P.2d 42. The jury returned a verdict for the plaintiff. *Id.* at 577, 831 P.2d 42.

On appeal, Tri-Met assigned error to the trial court's denial of its motion to exclude evidence of conduct occurring more than 180 days before the tort claim notice was given, and the plaintiff cross-assigned error to the court's order striking the allegations pertaining to that conduct. *Id.* at 580, 831 P.2d 42. Specifically, the plaintiff contended that those allegations should not have been stricken "because they were part of a continuing tort." *Id.* at 581, 831 P.2d 42. We agreed with the plaintiff with respect to the cross-assignment, and, in so holding, distinguished *Davis*:

"In *Davis*, the defendant's physical and mental abuse of the plaintiff were continuous in the sense that, all together, the abuse was a course of conduct. However, the court held that, because the defendant's acts were discrete and egregious in nature, each abusive act was separately actionable and not merely an element of a single tort. Here, the October and November, 1987 acts, although separate incidents, are not the type of discrete, permanent events that would likely support separate actions for wrongful discrimination. Instead, they can be reasonably construed as elements of a systematic pattern of conduct, aimed at causing plaintiff's eventual termination. The allegations should not have been stricken."

*Griffin*, 112 Or.App. at 581-82, 831 P.2d 42.

This case is akin to *Davis*, not *Griffin*. Here, most of plaintiffs' allegations against Jackson County arose out of the June 13, 2003, letter, which Pacific Power relied on to disconnect the electricity to **BoardMaster's** property on or about \*552 August 5, 2003. Sending that letter was a discrete, harm-producing act and, thus, was separately actionable. Accordingly, plaintiffs' causes of action based on the June 13, 2003, letter accrued when plaintiffs knew that Jackson County's order caused harm, *viz.*, when Pacific Power disconnected **BoardMaster's** power on or about August 5, 2003. See *Duyck v. Tualatin Valley Irrigation Dist.*, 304 Or. 151, 162, 742 P.2d 1176 (1987) (statute of limitations begins to run when plaintiffs knew or should have known that they had suffered a loss caused by defendant's wrongful conduct). Consequently, because plaintiffs did not file their complaint within two years of that date, those allegations are barred by the statute of limitations. ORS 30.275(9).

Plaintiffs argue, nonetheless, that some allegations in their complaint support their contention that they alleged a continuing tort. In particular, plaintiffs point to the following allegations in their complaint:

"Since [August 5, 2003], plaintiff **BoardMaster** has continued requests for electrical **\*\*465** power to be restored to the mill, all requests which have been denied \* \* \*.

" \* \* \* \* \*

"All named defendants have been contacted several times over the past two years to have the utility restored and to date, all named defendants continue to deprive plaintiffs of electrical power to the lumber mill." FN7


FN7. Similar allegations in plaintiffs' complaint, which they do not specifically invoke, include the following: Kuntz negligently failed to request Pacific Power to return power to the lumber mill during the past two years; Jackson County negligently failed to have its employees request Pacific Power to restore power to the lumber mill; and plaintiffs have endured years of pain and suffering in trying to get the power restored.


Plaintiffs rely on Holdner to support that argument. Again, that reliance is misplaced. In Holdner, the defendants had performed certain road repair and maintenance activities, which caused water to drain onto the plaintiff's property in 1974 or early 1975. 51 Or.App. at 608, 627 P.2d 4. Thereafter, and until sometime in 1977, the plaintiff had unsuccessfully attempted to persuade the defendants to correct the problem. Id. In January 1978, the plaintiff brought an action, alleging that the defendants had been negligent, both in maintaining and **\*553** repairing the road, and in their ongoing upkeep (or lack of upkeep) of adjacent ditches and culverts. Id. at 608-09, 627 P.2d 4. The trial court concluded that, as a matter of law, plaintiff's claims were time barred either by the statute of limitations or by failure to give timely notice of claim, and entered judgment for the defendants. Id. at 607, 627 P.2d 4.

On appeal, we concluded that the road repairs were "clearly discrete acts which ended more than two years before plaintiff brought his action \* \* \*." Id. at 612, 627 P.2d 4. Conversely, we concluded that the ongoing negligent upkeep of the ditches and culverts "would appear to constitute a 'continuing tort' \* \* \*." Id. at 612-13, 627 P.2d 4. We thus held that the plaintiff's action was timely, insofar as it alleged a continuing tort of negligent upkeep of the ditches and culverts, but untimely as to any discrete acts of road repairs occurring before the two-year statutory period. Id. at 613, 627 P.2d 4.

Plaintiffs contend that this case is similar to Holdner because, like the plaintiff in Holdner, plaintiffs assert that they unsuccessfully attempted to persuade Jackson County to correct the problem. We disagree. The refusal of the defendant county and its agents in Holdner to remedy the alleged negligent road repair did not transform the claim into a continuing tort or otherwise preserve a claim for negligent repair of the road beyond the two-year statute of limitations. Rather, the only continuing tort that existed in Holdner-the negligent upkeep of ditches and culverts-derived from the county's continuing mandatory duty to maintain those portions of the roads.

Similarly, the refusal of Jackson County to remedy its alleged negligent order to disconnect **BoardMaster's** power does not transform plaintiffs' claims against it into a continuing tort or otherwise preserve plaintiffs' claims based on that action beyond the two-year statute of limitations. Failure to correct allegedly negligent conduct does not turn a discrete and separately actionable act-ordering Pacific Power to disconnect **BoardMaster's** power-into a continuing tort.

[4]  Nonetheless, plaintiffs assert that a continuing tort exists because, due to Jackson County's failure to order **\*554** Pacific Power to restore power, harm from the county-ordered termination continued unabated, with consequent ever-increasing damages to plaintiffs. That contention confuses continuing *harm* with continuing *tortious conduct*. Although the latter may, under certain circumstances, constitute a continuing tort, the former, standing alone, cannot. See generally Industrial Plating Co. v. North, 175 Or. 351, 354-56, 153 P.2d 835 (1944) (cause of action complete at time of breach of duty despite the fact that consequential damages continued to increase).

[5]  Finally, any continuing duty that a defendant may have to rectify its alleged negligence does not allow a plaintiff to avoid the statute of limitations when, as here, the defendant takes no further action. See Josephs v. Burns & Bear, 260 Or. 493, 501-02, 491 P.2d 203 (1971), overruled in part on **\*\*466** other grounds by Smothers v. Gresham Transfer, Inc., 332 Or. 83, 23 P.3d 333 (2001) (absent an "active, continuous relationship between plaintiff

and defendant," the legislature "did not intend the statute [of ultimate repose] to be circumvented by allegations that subsequent to the fundamental wrong, a continuing duty existed to rectify the results of such wrong"); *Adams v. Oregon State Police*, 40 Or.App. 721, 727, 596 P.2d 588 (1979), *rev'd on other grounds*, 289 Or. 233, 611 P.2d 1153 (1980) (applying *Josephs*: "[A]ny continuing duty of defendants to rectify the wrong, in the absence of an active, continuous relationship between the parties, would not permit plaintiffs to avoid the limitations period.").<sup>FN8</sup>

FN8. Cf. *Little v. Wimmer*, 303 Or. 580, 585, 739 P.2d 564 (1987) (allegations of failure to remedy and failure to warn of dangerous condition not barred by statute of limitations when not disputed that the state had continuing mandatory duty to maintain the intersection).

In *Rutter v. Neuman*, 188 Or.App. 128, 136, 71 P.3d 76 (2003) (quoting *Cavan v. General Motors*, 280 Or. 455, 458, 571 P.2d 1249 (1977)), we explained that the "active, continuous relationship" referred to in *Josephs* is one that "puts a plaintiff in a position in which he or she is not able 'to recognize fairly the existence of a cause of action until the relationship is terminated' "; e.g., a doctor-patient relationship. See *id.* at 136-37, 71 P.3d 76 (holding that there was no evidence of an "active, continuous relationship" between the plaintiffs and \*555 the city defendant because "nothing in the record demonstrate[d] the existence of the sort of relationship of trust and confidence with the defendant that the court said was necessary in *Cavan* "). Plaintiffs do not allege a relationship of trust and confidence with Jackson County that prevented them from being able to recognize fairly the existence of a cause of action. Accordingly, under *Josephs*, Jackson County had no duty to correct any alleged wrong.

The trial court correctly dismissed plaintiffs' complaint against Jackson County and Kuntz.

Affirmed.

Or.App., 2008.

**Boardmaster Corp. v. Jackson County**  
224 Or.App. 533, 198 P.3d 454

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# EXHIBIT C

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131 items found, displaying 1 to 20. [First/Prev] 1, 2, 3, 4, 5, 6, 7 [Next/Last]

Description	Summary
Deed Of Release And Reconveyance 2007092511	10/29/2007 09:58:44 AM B: 7004 P: 731 Grantor: CHANTEL DUSTIN TR OF/BNFY, CHANTEL ELIZABETH D TR OF/BNFY, CHAN-LAN TRUST BNFY Grantee: BELL KEYON, ETEMADI REZA
Warranty Deed 2007093623	10/31/2007 02:45:39 PM B: 7008 P: 992... Grantor: CHANTEL ROGER TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST Grantee: PEREZ ALBERTO PAR 1, SHADOW MOUNTAIN ACRES UNIT TWO Lot: 22, NE4 S2 S2 OF LOT 22, PAR 2, SUNNY HIGHLANDS ESTATES Lot: 3 Tract: 1132...
Certificate Of Trust Existence 2007093624	10/31/2007 02:45:39 PM B: 7008 P: 995... Grantor: CHANTEL DUSTIN ROGER, CHANTEL ROGER AKA, CHANTEL ELIZABETH DARLENE, CHANTEL ELIZABETH D AKA, CHAN-LAN TRUST Grantee: LANKFORD COREY, LANKFORD BRANDON, TOSTE SHERIDI, CHANTEL DUSTIN, CHANTEL BARCLAY 313-39-027M, 313-46-003, 313-46-004, 313-46-005
<del>Warranty Deed</del> 2007093618	01/09/2007 12:03:28 PM B: 6617 P: 67 Grantor: CHAN-LAN TRUST Grantee: CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT 2 Lot: 22Section: 35 Township: 24..., N2 N2 OF LOT 22
Warranty Deed 2007094434	11/02/2007 03:28:49 PM B: 7012 P: 478 Grantor: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: CHANTEL ROGER PAR 33-16 Tract: PP 5/45-45F, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SEC 33
Warranty Deed 2007005593	01/19/2007 04:39:09 PM B: 6633 P: 27 Grantor: CHANTEL ROGER TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: BOLANOS EDWIN, BOLANOS MARICELA SUNNY HIGHLANDS ESTATES Lot: 1 Tract: 1132Tract: 1132 Secti...
<del>Warranty Deed</del> 2007019171	02/28/2007 04:20:45 PM B: 6688 P: 611 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: EHRFURTH LEONARD A TR OF, EHRFURTH DEBORAH V TR OF, EHRFURTH TRUST SHADOW MOUNTAIN ACRES UNIT 2 Lot: 18, S2 OF LOT 18
<del>Warranty Deed</del> 2007032622	04/09/2007 10:17:48 AM B: 6746 P: 220 Grantor: CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: ABARCA-CABALLERO LEONEL SHADOW MOUNTAIN ACRES UNIT THREE Lot: 9Section: 27 Township:...
Disclosure Affidavit 2007032621	04/09/2007 10:17:47 AM B: 6746 P: 218... Grantor: CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, CABALLERO LEONEL A BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT THREE Lot: 9
<del>Warranty Deed</del> 2007046105	05/21/2007 11:14:17 AM B: 6804 P: 582... Grantor: CHANTEL DUSTIN ROGER TR OF, CHAN-LAN TRUST Grantee: YORK VERNON L, YORK LUCY A SHADOW MOUNTAIN ACRES UNIT TWO Lot: 6Section: 35 Township: 2..., THAT PORTION OF LOT 6 BEING E2 S2 W3 OF LOT 6
Disclosure Affidavit 2007046106	05/21/2007 11:14:17 AM B: 6804 P: 585... Grantor: CHANTEL DUSTIN ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, YORK VERNON L BUYER, YORK LUCY A BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6, THAT PORTION OF LOT 6 BEING E2 S2 W3 OF LOT 6
<del>Warranty Deed</del> 2007046103	05/21/2007 11:14:16 AM B: 6804 P: 575... Grantor: CHANTEL DUSTIN ROGER TR OF, CHAN-LAN TRUST Grantee: YORK VERNON L, YORK LUCY A PAR A, SHADOW MOUNTAIN ACRES UNIT TWO Lot: 10Section: 35 Township: ..., N2 S2 OF LOT 10, PAR B, SHADOW MOUNTAIN ACRES UNIT TWO Lot: 7Section: 35 Township: 2.....
Disclosure Affidavit 2007046104	05/21/2007 11:14:16 AM B: 6804 P: 578... Grantor: CHANTEL DUSTIN ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, YORK VERON L BUYER, YORK LUCY A BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT TWO Lot: 10Section: 35 Township: ..., THAT PORTION OF LOT 10, SHADOW MOUNTAIN ACRES UNIT TWO Lot: 7Section: 35 Township: 2..., THAT PORTION W2 W2 S2 MID3 OF LOT 7

Warranty Deed  
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06/12/2007 01:44:52 PM B: 6835 P: 660

Grantor: CHANTEL DUSTIN TR OF CHAN-LAN TRUST

Grantee: ABARCA-CABALLERO JUAN

SHADOW MOUNTAIN ACRES UNIT TWO Lot: 17Section: 35 Township: ..., S2 LOT 17

Warranty Deed  
2007053000

06/11/2007 02:48:18 PM B: 6833 P: 769

Grantor: CHANTEL DUSTIN TR OF CHAN-LAN TRUST

Grantee: ABARCA-CABALLERO LEONEL

SHADOW MOUNTAIN ACRES UNIT 2 Lot: 17Section: 35 Township: 2..., N2

Warranty Deed  
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04/04/2006 10:29:03 AM B: 6192 P: 417

Grantor: CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST

Grantee: EHRFURTH LEONARD A TR OF, EHRFURTH DEBORAH V TR OF, EHRFURTH TRUST, NOWAK RUSSELL J

SHADOW MOUNTAIN ACRES UNIT 3 Lot: 155Section: 27 Township: 2...

Disclosure Affidavit  
2006034613

04/04/2006 10:29:02 AM B: 6192 P: 415...

Grantor: CHANTEL DUSTIN TR OF/SELLER, CHANTEL DARLENE TR OF/SELLER, CHAN-LAN TRUST SELLER, EHRFURTH L A BUYER, EHRFURTH LEONARD AKA...

Grantee:

SHADOW MOUNTAIN ACRES UNIT 3 Lot: 155

Notice Of Lis Pendens  
2007077558

08/31/2007 09:12:04 AM B: 6941 P: 986...

Grantor: GUTIERREZ LIZETTE ANN, CHANTEL ROGER TR OF, CHAN-LAN TRUST, DERA VONESIAN VIGEN COUNTERCLAIMANT, VANEGHI JAVAD ALEE COUNTERCLAIMANT...

Grantee: CHICAGO TITLE INS CO, DERA VONESIAN VIGEN, VANEGHI JAVAD ALEE, GAZARIAN-CHALECHMALEKI ROBERT, GAZARIAN ROBERT AKA 313-39-033, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 28Section: 35 Township: 24...

Warranty Deed  
2007069151

08/02/2007 03:00:49 PM B: 6907 P: 79

Grantor: CHANTEL DUSTIN TR OF CHAN-LAN TRUST

Grantee: MARQUEZ SHIRLEY MULANEY

313-39-010C 6, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 8

Warranty Deed  
2008001230

01/07/2008 01:40:57 PM B: 7070 P: 899

Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST

Grantee: SMITH RICHARD L, SMITH R L AKA, SMITH ROSE M

SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6Section: 35 Township: 24N..., SW2 S2 OF MIDDLE 1/3 OF LOT 6

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Description	Summary
Disclosure Affidavit 2008001231	01/07/2008 01:40:57 PM B: 7070 P: 901... Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, SMITH R L BUYER, SMITH ROSE M BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6, SW2 S2 OF MIDDLE 1/3 OF LOT 6
Warranty Deed 2008004423	01/22/2008 11:01:11 AM B: 7082 P: 288... Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: SMITH RICHARD L, SMITH R L AKA, SMITH ROSE M SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6Section: 35 Township: 24N..., W2 S2 OF MIDDLE 1/3 OF LOT 6
Affidavit Of Trust Disclosure 2008004422	01/22/2008 11:01:11 AM B: 7082 P: 285... Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, SMITH R BUYER, SMITH ROSE M BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6, W2 S2 OF MIDDLE 1/3 OF LOT 6
Disclosure Affidavit 2008011704	02/21/2008 11:27:00 AM B: 7111 P: 656... Grantor: CHANTEL ROGER TR OF/SELLER, CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, RODAS JESUS BUYER, GUTIERREZ TERESA BUYER... Grantee: SHADOW MOUNTAIN ACRES UNIT TWO Lot: 35
Warranty Deed 2008011705	02/21/2008 11:27:00 AM B: 7111 P: 658... Grantor: CHANTEL ROGER TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: RODAS-GUTIERREZ JESUS, RODAS-GUTIERREZ TERESA SHADOW MOUNTAIN ACRES UNIT TWO Lot: 35Section: 35 Township: ...
Warranty Deed 2006045646	05/03/2006 10:51:31 AM B: 6243 P: 3... Grantor: CHANTEL ROGER TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: MUNOZ JUAN, MUNOZ ALICIA SHADOW MOUNTAIN ACRES UNIT 2 Lot: 16Section: 27 Township: 24..., E2 N2 OF LOT 16
Disclosure Affidavit 2006045647	05/03/2006 10:51:32 AM B: 6243 P: 5... Grantor: CHANTEL ROGER TR OF/SELLER, CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, MUNOZ JUAN BUYER, MUNOZ ALICIA BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 16Section: 27 Township: 24..., E2 N2 OF LOT 16
Corrective Warranty Deed 2006045886	05/03/2006 02:36:14 PM B: 6244 P: 216... Grantor: CHANTAL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST Grantee: EHRFURTH LEONARD A TR OF, EHRFURTH DEBORAH V TR OF, EHRFURTH TRUST, NOWAK RUSSELL J SHADOW MOUNTAIN ACRES UNIT 3 Lot: 155
Warranty Deed 2006021780	03/03/2006 08:20:11 AM B: 6135 P: 860... Grantor: CHANTEL ROGER TR OF, CHAN-LAN TRUST Grantee: EHRFURTH LEONARD A TR OF, EHRFURTH DEBORAH V TR OF, EHRFURTH TRUST, NOWAK RUSSELL J PAR A, PAR 33-9, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SE4 OF SEC 33
Disclosure Affidavit 2008061196	09/11/2008 02:18:40 PM B: 7303 P: 203... Grantor: CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, BANDA DAGOBERTO BUYER, BANDA DAGOBERTO RODRIGUEZ AKA Grantee: SHADOW MOUNTAIN ACRES UNIT TWO Lot: 47, E2 OF LOT 47
Warranty Deed 2008061197	09/11/2008 02:18:40 PM B: 7303 P: 205 Grantor: CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: BANDA DAGOBERTO SHADOW MOUNTAIN ACRES UNIT TWO Lot: 47Section: 35 Township: ..., E2 OF LOT 47
Warranty Deed 2006079692	08/08/2006 03:16:25 PM B: 6398 P: 749 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: ABARCA-CABALERRO LEONEL
Disclosure Affidavit 2008077330	12/01/2008 02:25:51 PM B: 7358 P: 235... Grantor: CHANTEL DARLENE TR OF/SELLER, CHAN-LAN TRUST SELLER, PINEDA-HERCULES JULIO A BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 6
Warranty Deed 2008077331	12/01/2008 02:25:51 PM B: 7358 P: 237 Grantor: CHANTEL DARLENE TR OF, CHAN-LAN TRUST Grantee: PINEDA-HERCULES JULIO A SHADOW MOUNTAIN ACRES UNIT 3 Lot: 6Section: 27 Township: 24N...
	12/01/2008 02:25:51 PM B: 7358 P: 240

**Warranty Deed**  
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Grantor: CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST  
Grantee: ELIZONDO JOSE, ELIZONDO MIRNA  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 156Section: 35 Township: 2...  
08/30/2006 03:19:12 PM B: 6430 P: 336

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Grantor: CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST  
Grantee: CHAN-LAN TRUST  
08/30/2006 03:19:12 PM B: 6430 P: 335

**Warranty Deed**  
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Grantor: CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST  
Grantee: CHANTEL ELIZABETH  
09/12/2006 02:38:37 PM B: 6448 P: 86

**Warranty Deed**  
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Grantor: CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST  
Grantee: CHANTEL BARCLAY, CHANTEL CHRISTY  
05/05/2000 09:31:00 AM B: 3507 P: 72

**Deed Of Trust**  
2000024560  
Grantor: CHAN-LAN TRUST, CHANTEL ELIZABETH D TR OF  
Grantee: STATE TITLE AGENCY INC, TOMLIN CORDELL R BNFY  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 2, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 3, SHADOW MOUNTAIN  
ACRES UNIT 3 Lot: 50, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 51, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 52...  
07/03/2000 11:44:00 AM B: 3543 P: 215

**Warranty Deed**  
2000036485  
Grantor: CHANTEL DUSTIN ROGER TR OF, CHAN-LAN TRUST  
Grantee: ABARCA-CABALLERO JUAN  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 37Section: 35 Township: 24..., SE4 OF LOT 37, 313-39-042E

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Description	Summary
Warranty Deed 2001011642	03/01/2001 10:00:00 AM B: 3688 P: 305 Grantor: CHAN-LAN TRUST, CHANTEL DUSTIN TR OF Grantee: ZOLYNIK BETTY J SHADOW MOUNTAIN ACRES UNIT 3 Lot: 10Section: 27 Township: 24..., 313-35-010
Affidavit 2001014559	03/15/2001 09:33:00 AM B: 3698 P: 762 Grantor: CHANTEL DUSTIN SELLER, CHAN-LAN TRUST SELLER, MENDEZ JIMMY BUYER, MENDEZ LISA M BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 1Section: 27 Township: 24N...
Warranty Deed 2002044305	06/28/2002 10:12:00 AM B: 4127 P: 190 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: ETEMADI REZA, ETEMADI JILA 313-39-029A, 313-39-029B, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 24, 313-39-029C
Disclosure Affidavit 2002046807	07/09/2002 02:50:00 PM B: 4137 P: 321 Grantor: CHANTEL ROGER TR OF/SELLER, CHANTEL ELIZABETH D TR OF/SELLER, CHAN-LAN TRUST SELLER, BELL KEYON BUYER, ETEMADI REZA BUYER Grantee: PAR 1, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 9, W2 N2 S2 OF LOT 9, PAR 2, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 22...
Warranty Deed 2002046804	07/09/2002 02:49:00 PM B: 4137 P: 313 Grantor: CHANTEL ROGER TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST Grantee: BELL KEYON, ETEMADI REZA 313-39-011A, 313-39-027A, PAR 1, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 9, W2 N2 S2 OF LOT 9 ...
Deed 2002063115	09/17/2002 02:52:00 PM B: 4203 P: 520 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: DERAVONESIAN VIGEN, VANEGHI JAVAD ALEE, GHAZARIAN-CHALEHMALEKI ROBERT 313-39-033, 313-35-002, 313-35-003, 313-35-004, PAR 1 ...
Deed Of Trust 2002075280	11/04/2002 03:47:00 PM B: 4258 P: 671 Grantor: CHANTEL ROGER TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST Grantee: MOHAVE STATE BANK BNFY SUNNY HIGHLANDS ESTATES Lot: 1 Tract: 1132, SUNNY HIGHLANDS ESTATES Lot: 2 Tract: 1132, SUNNY HIGHLANDS ESTATES Lot: 3 Tract: 1132, SUNNY HIGHLANDS ESTATES Lot: 4 Tract: 1132, SUNNY HIGHLANDS ESTATES Lot: 5 Tract: 1132...
Disclosure Affidavit 2002080326	11/25/2002 02:47:00 PM B: 4281 P: 199 Grantor: CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, DAVIS ROGER BUYER, DAVIS DONNA BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 46Section: 27 Township: 24..., SW4 OF LOT 46
Deed 2002084059	12/09/2002 03:51:00 PM B: 4298 P: 352 Grantor: CHANTEL ROGER TR OF, CHAN-LAN TRUST Grantee: LEE WILLIAM S JR, LEE CYNTHIA S 313-39-046, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 41Section: 35 Township: 24...
Disclosure Affidavit 2002084060	12/09/2002 03:53:00 PM B: 4298 P: 353 Grantor: CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, LEE WILLIAM S JR BUYER, LEE CYNTHIA S BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 41
Disclosure Affidavit 2003002047	01/10/2003 10:09:00 AM B: 4334 P: 17 Grantor: CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, RIEDL KEITH BUYER, RIEDL VALERIE BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 2Section: 35 Township: 24N...
Deed 2003002046	01/10/2003 10:08:00 AM B: 4334 P: 16 Grantor: CHANTEL ROGER TR OF, CHAN-LAN TRUST Grantee: RIEDL KEITH, RIEDL VALERIE SHADOW MOUNTAIN ACRES UNIT 2 Lot: 2Section: 35 Township: 24N..., 313-39-002, 313-39-002A
Warranty Deed 2003009885	02/07/2003 02:52:00 PM B: 4367 P: 45 Grantor: CHANTEL ROGER TR OF, CHAN-LAN TRUST Grantee: DAVIS ROGER, DAVIS DONNA SHADOW MOUNTAIN ACRES UNIT 3 Lot: 46Section: 27 Township: 24..., SW4 OF LOT 46, 313-35-046B
Disclosure Affidavit	02/18/2003 02:34:00 PM B: 4377 P: 86 Grantor: CHANTEL DUSTIN ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER

2003012474     **Grantee:** ASHFORD WILLIAM J BUYER  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 38  
02/18/2003 02:34:00 PM B: 4377 P: 88  
**Disclosure**  
**Affidavit**  
2003012475     **Grantor:** CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, ANDERSON JAMES S BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 65, N2 OF LOT 65  
02/18/2003 02:34:00 PM B: 4377 P: 90  
**Warranty**  
**Deed**  
2003012476     **Grantor:** CHANTEL ROGER TR OF, CHAN-LAN TRUST  
**Grantee:** ANDERSON JAMES S  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 65 Section: 27 Township: 24..., N2 OF LOT 65  
02/18/2003 02:33:00 PM B: 4377 P: 85  
**Warranty**  
**Deed**  
2003012473     **Grantor:** CHANTEL DUSTIN ROGER TR OF, CHAN-LAN TRUST  
**Grantee:** ASHFORD WILLIAM J, ASHFORD LINDA  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 38 Section: 35 Township: 24..., 313-39-043  
02/13/2003 10:34:00 AM B: 4372 P: 722  
**Deed Of Trust**  
2003011357     **Grantor:** CHANTEL ROGER TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST  
**Grantee:** STATE TITLE AGENCY INC, TOMLIN CORDELL R BNFY  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 15, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 16, SHADOW MOUNTAIN ACRES  
UNIT 2 Lot: 35, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 38, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 39...  
02/20/2003 01:08:00 PM B: 4380 P: 379  
**Disclosure**  
**Affidavit**  
2003013249     **Grantor:** CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, LEE TODD R BUYER, LEE TERRY BUYER, LEE  
TERRY E AKA  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 16, S2 OF LOT 16  
02/20/2003 01:08:00 PM B: 4380 P: 381  
**Warranty**  
**Deed**  
2003013250     **Grantor:** CHANTEL ROGER TR OF, CHAN-LAN TRUST  
**Grantee:** LEE TODD R, LEE TERRY E  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 16 Section: 35 Township: 24..., S2 OF LOT 16 , 313-39-021B

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Description	Summary
Assignment Of Beneficial Interest Under 2003063108	07/30/2003 09:58:00 AM B: 4608 P: 884 <b>Grantor:</b> CHANTEL DUSTIN TR OF, CHAN-LAN TRUST, DERA VONESIAN VIGEN TRUSTOR, VANEGHI JAVAD ALEE TRUSTOR, GHAZARIAN-CHALEHMALEKI ROBERT TRUSTOR <b>Grantee:</b> NOTE BUYERS OF AMERICA INC
Warranty Deed 2003069650	08/18/2003 03:10:00 PM B: 4638 P: 728 <b>Grantor:</b> CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST <b>Grantee:</b> JHCC INC SHADOW MOUNTAIN ACRES UNIT 3 Lot: 34, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 35, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 36, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 37, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 38...
Deed Of Release And Reconveyance 2003090196	10/21/2003 02:09:00 PM B: 4730 P: 252 <b>Grantor:</b> CHANTEL ROGER TR OF/BNFY, CHANTEL ELIZABETH D TR OF/BNFY, CHAN-LAN TRUST BNFY <b>Grantee:</b> OWSAFI FARDIN SHADOW MOUNTAIN ACRES UNIT 2 Lot: 21Section: 35 Township: 24..., NW4 S2 S2 OF LOT 21
Deed Of Trust 2004017260	03/01/2004 07:50:00 AM B: 4895 P: 87 <b>Grantor:</b> CHANTEL DUSTIN TR OF, CHAN-LAN TRUST <b>Grantee:</b> CHICAGO TITLE INS CO, JHCC INC BNFY SHADOW MOUNTAIN ACRES UNIT 3 Lot: 26, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 27, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 28, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 29, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 30...
Joint Tenancy Deed 2004025055	03/23/2004 08:16:00 AM B: 4927 P: 845 <b>Grantor:</b> CHANTEL DUNSTIN TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST <b>Grantee:</b> PAKZAD ALI, PAKZAD GOLNAR SHADOW MOUNTAIN ACRES UNIT 3 Lot: 23, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 24
Deed Of Trust 2004026081	03/25/2004 03:29:00 PM B: 4932 P: 714 <b>Grantor:</b> CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST <b>Grantee:</b> CHICAGO TITLE INS CO, TOMLIN CORDELL R BNFY SHADOW MOUNTAIN ACRES UNIT 3 Lot: 57, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 58, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 59, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 60, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 61...
Warranty Deed 2004031743	04/09/2004 01:22:00 PM B: 4959 P: 216 <b>Grantor:</b> CHANTEL ROGER TR OF, CHANTEL ELIZABETH TR OF, CHANTEL ELIZABETH D AKA, CHAN-LAN TRUST <b>Grantee:</b> RODAS JACQUELINE, RANGEL MIRNA SHADOW MOUNTAIN ACRES UNIT 2 Lot: 39Section: 35 Township: 24...
Disclosure Affidavit 2004034365	04/16/2004 03:27:00 PM B: 4971 P: 587 <b>Grantor:</b> CHANTEL ELIZABETH D SELLER, CHAN-LAN TRUST SELLER, BEARD BASIL L BUYER, BEARD BURNA A BUYER <b>Grantee:</b> SHADOW MOUNTAIN ACRES UNIT 3 Lot: 7
Warranty Deed 2004034366	04/16/2004 03:27:00 PM B: 4971 P: 588 <b>Grantor:</b> CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST <b>Grantee:</b> BEARD BASIL L, BEARD BURNA A ATTY-IN-FACT, BEARD BURNA ARDEN AKA SHADOW MOUNTAIN ACRES UNIT 3 Lot: 7Section: 27 Township: 24N...
Deed Of Release And Reconveyance 2004051680	06/07/2004 01:33:00 PM B: 5051 P: 238 <b>Grantor:</b> CHANTEL ROGER TR OF/BNFY, CHANTEL ELIZABETH D TR OF/BNFY, CHAN-LAN TRUST BNFY <b>Grantee:</b> OWSAFI FARDIN, OWSSAFI ZIBA SHADOW MOUNTAIN ACRES UNIT 2 Lot: 21Section: 35 Township: 24..., NW4 S2 S2 OF LOT 21
Warranty Deed 2004051682	06/07/2004 01:34:00 PM B: 5051 P: 241 <b>Grantor:</b> CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST <b>Grantee:</b> ETEMADI REZA, ETEMADI JILA SHADOW MOUNTAIN ACRES UNIT 2 Lot: 22Section: 35 Township: 24..., W2 S2 S2 S2 OF LOT 22
Disclosure Affidavit 2004051681	06/07/2004 01:34:00 PM B: 5051 P: 239 <b>Grantor:</b> CHANTEL DUSTIN TR OF/SELLER, CHANTEL ELIZABETH D TR OF/SELLER, CHAN-LAN TRUST SELLER, ETEMADI REZA BUYER, ETEMADI JILA BUYER <b>Grantee:</b> SHADOW MOUNTAIN ACRES UNIT 2 Lot: 22, W2 S2 S2 S2 OF LOT 22
Warranty Deed 2004087229	09/20/2004 11:56:00 AM B: 5211 P: 797 <b>Grantor:</b> CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST <b>Grantee:</b> ESPINOZA-JIMENEZ FRANCISCO



SHADOW MOUNTAIN ACRES UNIT 3 Lot: 137Section: 27 Township: 24N Range: 14W, SITUATED IN SEC 33  
09/20/2004 11:56:00 AM B: 5211 P: 795  
**Disclosure Affidavit**  
**2004087228**  
**Grantor:** CHANTEL DUSTIN TR OF/SELLER, CHANTEL DARLENE TR OF/SELLER, CHAN-LAN TRUST SELLER, ESPINOZA FRANCISCO BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 137  
11/10/2004 03:17:00 PM B: 5295 P: 344  
**Deed Of Trust**  
**2004105635**  
**Grantor:** CHANTEL DUSTIN TR OF, CHANTEL ROGER AKA, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST  
**Grantee:** CHICAGO TITLE INS CO, KENDALL EZRA L SR BNFY  
PAR 1 2 3 & 4 WHOLLY CONTAINED IN THE FOLLOWING , PAR 33-16 , MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATED IN SEC 33  
12/30/2004 07:21:00 AM B: 5368 P: 762  
**Warranty Deed**  
**2004121758**  
**Grantor:** CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST  
**Grantee:** RODGERS JAMES E, RODGERS ARLETTE L  
PAR 1 , PAR 33-16 , MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, E 537.78' S 810.00' OF PAR 33-16 , SITUATE IN SEC 33 ...  
02/11/2005 02:39:00 PM B: 5436 P: 12  
**Warranty Deed**  
**2005014435**  
**Grantor:** CHANTEL DUSTIN TR OF, CHAN-LAN TRUST  
**Grantee:** YOUNG MATTHEW J, SCHWING MIKA M  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 11Section: 27 Township: 24N Range: 14W, SITUATED IN SEC 33  
02/11/2005 02:38:00 PM B: 5436 P: 10  
**Disclosure Affidavit**  
**2005014434**  
**Grantor:** CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, YOUNG MATTHEW BUYER, SCHWING MIKA BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 11  
03/02/2005 03:18:00 PM B: 5466 P: 267  
**Disclosure Affidavit**  
**2005021471**  
**Grantor:** CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, TATRO STEPHEN R BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 1Section: 35 Township: 24N Range: 14W, SITUATED IN SEC 33  
03/02/2005 03:18:00 PM B: 5466 P: 269  
**Warranty Deed**  
**2005021472**  
**Grantor:** CHANTEL DUSTIN TR OF, CHAN-LAN TRUST  
**Grantee:** TATRO STEPHEN RUSSELL  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 1Section: 35 Township: 24N Range: 14W, SITUATED IN SEC 33

131 items found, displaying 61 to 80. [[First/Prev](#)] 1, 2, 3, 4, 5, 6, 7 [[Next/Last](#)]

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Description	Summary
Disclosure Affidavit 2005047336	05/05/2005 08:29:00 AM B: 5582 P: 724 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, OGBORN JOSHUA J BUYER, OGBORN JOSHUA AKA Grantee: SHADOW MOUNTAIN ACRES UNIT THREE Lot: 124
Warranty Deed 2005047337	05/05/2005 08:29:00 AM B: 5582 P: 726 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: OGBORN JOSHUA JOHN, MARSH STEPHANIE SHADOW MOUNTAIN ACRES UNIT THREE Lot: 124Section: 27 Township: 24...
Disclosure Affidavit 2005052355	05/17/2005 12:15:00 PM B: 5605 P: 56 Grantor: CHANTEL DUSTIN R TR OF/SELLER, CHAN-LAN TRUST SELLER, JUAREZ LEO BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 27
Warranty Deed 2005052356	05/17/2005 12:16:00 PM B: 5605 P: 58 Grantor: CHANTEL DUSTIN TR OF, CHANTEL DUSTIN R AKA, CHAN-LAN TRUST Grantee: JUAREZ LEO, JUAREZ LOIS H SHADOW MOUNTAIN ACRES UNIT 3 Lot: 27Section: 27 Township: 24...
Warranty Deed 2005056308	05/26/2005 08:32:00 AM B: 5622 P: 623 Grantor: CHANTEL ROGER TR OF, CHANTEL DUSTIN ROGER AKA, CHAN-LAN TRUST Grantee: JUAREZ LEO, JUAREZ LOIS H SHADOW MOUNTAIN ACRES UNIT THREE Lot: 28Section: 27 Township: 24...
Disclosure Affidavit 2005056307	05/26/2005 08:31:00 AM B: 5622 P: 621 Grantor: CHANTEL ROGER TR OF/SELLER, CHANTEL DUSTIN ROGER AKA, CHAN-LAN TRUST SELLER, JUAREZ HEO BUYER, JUAREZ LOIS BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 28
Warranty Deed 2005056310	05/26/2005 08:45:00 AM B: 5622 P: 626 Grantor: CHANTEL DUSTIN TR OF, CHANTEL DUSTIN R AKA, CHAN-LAN TRUST Grantee: JUAREZ LEO, JUAREZ LOIS H SHADOW MOUNTAIN ACRES UNIT 3 Lot: 27Section: 27 Township: 24...
Warranty Deed 2005076477	07/13/2005 10:04:00 AM B: 5715 P: 32 Grantor: CHANTEL DUNSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST Grantee: PINAL EFRAIN, PINAL JOVITA OCAMPO DE SHADOW MOUNTAIN ACRES UNIT 3 Lot: 72Section: 27 Township: 24...
Disclosure Affidavit 2005075668	07/12/2005 08:54:00 AM B: 5711 P: 918 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHANTEL ELIZABETH TR OF/SELLER, CHANTEL ELIZABETH D AKA, CHAN-LAN TRUST SELLER, JUAREZ LEO BUYER... Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 16, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 68, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 69, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 92, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 101
Warranty Deed 2005075667	07/12/2005 08:54:00 AM B: 5711 P: 916 Grantor: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: JUAREZ LEO, JUAREZ LOIS H SHADOW MOUNTAIN ACRES UNIT 3 Lot: 16Section: 27 Township: 24..., SHADOW MOUNTAIN ACRES UNIT 3 Lot: 68Section: 27 Township: 24..., SHADOW MOUNTAIN ACRES UNIT 3 Lot: 69Section: 27 Township: 24..., SHADOW MOUNTAIN ACRES UNIT 3 Lot: 92Section: 27 Township: 24..., SHADOW MOUNTAIN ACRES UNIT 3 Lot: 101Section: 27 Township: 24...
Warranty Deed 2005077997	07/15/2005 03:23:00 PM B: 5721 P: 518 Grantor: CHANTEL ELIZABETH D TR OF, CHANTEL ROGER TR OF, CHAN-LAN TRUST Grantee: GRADY RE BECCA R SUNNY HIGHLANDS ESTATES Lot: 108 Tract: 1132
Disclosure Affidavit 2005073644	07/06/2005 12:15:00 PM B: 5702 P: 532 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, RAMIREZ MARIA SANTOS BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT TWO Lot: 18
Warranty Deed 2005073645	07/06/2005 12:15:00 PM B: 5702 P: 534 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: SANTO-RAMIREZ DOLORES SHADOW MOUNTAIN ACRES UNIT 2 Lot: 18Section: 35 Township: 24..., N2 OF LOT 18
Disclosure	07/06/2005 12:15:00 PM B: 5702 P: 529

**Affidavit**  
2005073642  
**Grantor:** CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, DILLANES NORA BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 2 Lot: 46  
07/06/2005 12:15:00 PM B: 5702 P: 531

**Warranty Deed**  
2005073643  
**Grantor:** CHANTEL DUSTIN TR OF, CHAN-LAN TRUST  
**Grantee:** DILLANES NORA ELIZABETH  
SHADOW MOUNTAIN ACRES UNIT TWO Lot: 46Section: 35 Township: ...  
08/10/2005 02:46:00 PM B: 5766 P: 916

**Disclosure Affidavit**  
2005087296  
**Grantor:** CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, PINAL EFRAIN BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 45, E2 OF LOT 45, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 46, E2 OF LOT 46, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 47...  
08/10/2005 02:47:00 PM B: 5766 P: 918

**Warranty Deed**  
2005087297  
**Grantor:** CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST  
**Grantee:** PINAL EFRAIN, PINAL JOVITA OCAMPO  
E2 OF THE FOLLOWING LOTS, SHADOW MOUNTAIN ACRES UNIT THREE Lot: 45Section: 27 Township..., SHADOW MOUNTAIN ACRES UNIT THREE Lot: 46Section: 27 Township..., SHADOW MOUNTAIN ACRES UNIT THREE Lot: 47Section: 27 Township..., SHADOW MOUNTAIN ACRES UNIT THREE Lot: 48Section: 27 Township...  
08/17/2005 07:29:00 AM B: 5779 P: 43

**Warranty Deed**  
2005089821  
**Grantor:** CHANTEL ROGER TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST  
**Grantee:** BLACK KELLY JAMES  
SUNNY HIGHLANDS ESTATES Lot: 109 Tract: 1132Tract: 1132 Sect..., THAT PORTION OF LOT 109, SITUATE IN W2 SW4 SW4 NW4 OF SEC 3  
08/16/2005 02:23:00 PM B: 5777 P: 828

**Disclosure Affidavit**  
2005089575  
**Grantor:** CHANTEL DUSTIN TR OF/SELLER, CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, UKASICK BRIAN BUYER, UKASICK GAIL BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 20  
08/16/2005 02:23:00 PM B: 5777 P: 830

**Warranty Deed**  
2005089576  
**Grantor:** CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST  
**Grantee:** UKASICK BRIAN, UKASICK GAIL  
SHADOW MOUNTAIN UNIT 3 Lot: 20Section: 27 Township: 24N Rang...

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Description	Summary
Disclosure Affidavit 2005096262	08/30/2005 03:47:00 PM B: 5808 P: 861 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, CABALLERO LEONEL BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 17
Warranty Deed 2005096263	08/30/2005 03:47:00 PM B: 5808 P: 863 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: ABARCA-CABALERO LEONEL SHADOW MOUNTAIN ACRES UNIT 2 Lot: 17Section: 35 Township: 24...
Disclosure Affidavit 2005098575	09/02/2005 02:52:00 PM B: 5820 P: 252 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, RIFFLE THOMAS L BUYER, EDDY DIANE L BUYER Grantee: MUSIC MOUNTAIN RANCHES PAR 33-16 Lot: 077-D
Warranty Deed 2005098574	09/02/2005 02:51:00 PM B: 5820 P: 250 Grantor: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: RIFFLE THOMAS L, EDDY DIANE L PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W
Disclosure Affidavit 2005102976	09/16/2005 09:32:00 AM B: 5840 P: 419 Grantor: CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, MICHEL REYNALDA BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 32, W2 OF LOT 32
Warranty Deed 2005102977	09/16/2005 09:32:00 AM B: 5840 P: 421 Grantor: CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: MICHEL REYNALDA SHADOW MOUNTAIN ACRES UNIT THREE Lot: 32Section: 37 Township: 24N Range: 14W
Warranty Deed 2005102999	09/16/2005 09:43:00 AM B: 5840 P: 496 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: PELOQUIN RICHARD F, PELOQUIN LOIS A SHADOW MOUNTAIN ACRES UNIT 2 Lot: 30Section: 35 Township: 24...
Disclosure Affidavit 2005102998	09/16/2005 09:43:00 AM B: 5840 P: 494 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, PELOQUIN RICHARD F BUYER, PELOQUIN LOIS ANN BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 30
Disclosure Affidavit 2005113230	10/14/2005 03:16:00 PM B: 5891 P: 685 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHANTEL ELIZABETH TR OF/SELLER, CHAN-LAN TRUST SELLER, ESTRADA OSCAR BUYER, ESTRADA INDIRA BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 3 Lot: 17
Warranty Deed 2005113229	10/14/2005 03:16:00 PM B: 5891 P: 684 Grantor: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: ESTRADA OSCAR, ESTRADA INDIRA SHADOW MOUNTAIN ACRES UNIT THREE Lot: 17Section: 27 Township: 24N Range: 14W
Warranty Deed 2005115585	10/20/2005 01:30:00 PM B: 5901 P: 950 Grantor: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST Grantee: RIFFLE THOMAS L, EDDY DIANE L PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W
Warranty Deed 2005123181	11/04/2005 09:52:00 AM B: 5935 P: 364 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: GUTIERREZ LIZETTE ANN SHADOW MOUNTAIN ACRES UNIT 2 Lot: 32, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 45
Warranty Deed 2005124587	11/08/2005 11:55:00 AM B: 5941 P: 475 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: TATRO STEPHEN R SHADOW MOUNTAIN ACRES UNIT 2 Lot: 14Section: 35 Township: 24...
Disclosure Affidavit 2005124586	11/08/2005 11:55:00 AM B: 5941 P: 473 Grantor: CHANTEL DUSTIN TR OF/SELLER, CHAN-LAN TRUST SELLER, TATRO STEPHEN R BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 14

12/22/2005 01:36:00 PM B: 6023 P: 148  
**Warranty Deed**  
2005143737  
**Grantor:** CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST, CHANTEL ELIZABETH  
**Grantee:** TATRO STEPHEN  
PAR 1, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 113Section: 27 Township: 2..., PAR 2 & 3, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 143Section: 27 Township: 2..., SHADOW MOUNTAIN ACRES UNIT 3 Lot: 144Section: 27 Township: 2...

12/30/2005 12:02:00 PM B: 6034 P: 816  
**Warranty Deed**  
2005146142  
**Grantor:** CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST  
**Grantee:** CHANTEL DUSTIN  
313-11-006 6, Section: 5 Township: 23N Range: 14W, THAT PORTION OF SEC 5

01/09/2006 02:16:00 PM B: 6047 P: 378  
**Warranty Deed**  
2006002209  
**Grantor:** CHANTEL ROGER TR OF, CHAN-LAN TRUST  
**Grantee:** CASTRO MANUEL, CASTRO FRANSISCA  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 12Section: 27 Township: 24...

01/09/2006 02:16:00 PM B: 6047 P: 376  
**Disclosure Affidavit**  
2006002208  
**Grantor:** CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, CASTRO MANUEL BUYER, CASTRO FRANCISCA BUYER  
**Grantee:**  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 12

02/09/2006 10:27:00 AM B: 6100 P: 954  
**Warranty Deed**  
2006014117  
**Grantor:** CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST  
**Grantee:** COLIN & YOUNG MANAGEMENT LLC  
SHADOW MOUNTAIN ACRES UNIT 3 Lot: 43, W2 OF LOT 43, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 44

03/18/1996 01:09:00 PM B: 2702 P: 393  
**Declaration Of Trust And Affidavit**  
9614391  
**Grantor:** AQUIRRE DONNA, CHANTEL DUSTIN, CHAN-LAN  
**Grantee:**

131 items found, displaying 101 to 120. [\[First/Prev\]](#) 1, 2, 3, 4, 5, 6, 7 [\[Next/Last\]](#)

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Description	Summary
Notice Of Lis Pendens 98048972	08/17/1998 07:31:00 AM B: 3142 P: 806 Grantor: CHAN-LAN TRUST Grantee: AMOS ANN C, WHISENANT ROBERT JR, WHISENANT ROBERT D, TEEL RAYMOND, TEEL ANNE M... SHADOW MOUNTAIN ACRES UNIT 3 Lot: 2, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 3, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 4, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 5, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 6...
Warranty Deed 99016060	03/18/1999 09:18:00 AM B: 3267 P: 451 Grantor: CHAN-LAN TRUST, CHANTEL DUSTEN TR OF Grantee: CHANTEL DUSTIN G, CHANTEL LINDSEY D 313-35-002, 313-35-004, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 2Section: 27 Township: 24N..., SHADOW MOUNTAIN ACRES UNIT 3 Lot: 4Section: 27 Township: 24N...
Warranty Deed 2006005319	01/18/2006 01:44:00 PM B: 6061 P: 338 Grantor: CHANTEL DUSTIN ROGER TR OF, CHAN-LAN TRUST Grantee: YORK VERNON L, YORK LUCY A SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6Section: 35 Township: 24N..., BEING SE2 S2 W3 OF LOT 6
Disclosure Affidavit 2006005320	01/18/2006 01:45:00 PM B: 6061 P: 340 Grantor: CHANTEL DUSTIN ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, YORK VERNON L BUYER, YORK LUCY A BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6, BEING SE2 SE4 W3 OF LOT 6
Warranty Deed 2006005321	01/18/2006 01:45:00 PM B: 6061 P: 342 Grantor: CHANTEL DUSTIN ROGER TR OF, CHAN-LAN TRUST Grantee: YORK VERNON L, YORK LUCY A PAR A, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 10Section: 35 Township: 24..., THAT PORTION OF LOT 10, PAR B, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 7Section: 35 Township: 24N.....
Disclosure Affidavit 2006005322	01/18/2006 01:46:00 PM B: 6061 P: 344 Grantor: CHANTEL DUSTIN ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, YORK VERNON L BUYER, YORK LUCY A BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 10Section: 35 Township: 24..., THAT PORTION OF LOT 10, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 7Section: 35 Township: 24N..., THAT PORTION OF LOT 7, W2 SW2 S2 OF MIDDLE 1/3 OF LOT 7
Warranty Deed 2006004330	01/13/2006 04:14:00 PM B: 6057 P: 155 Grantor: CHANTEL DUSTIN TR OF, CHAN-LAN TRUST Grantee: CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT 2 Lot: 6Section: 35 Township: 24N...
Warranty Deed 2006006989	01/23/2006 01:52:00 PM B: 6068 P: 837 Grantor: CHANTEL ROGER TR OF, CHAN-LAN TRUST Grantee: MEYER LLOYD L, MEYER VICKIE L SHADOW MOUNTAIN ACRES UNIT 2 Lot: 21Section: 35 Township: 24..., S2 N2 OF LOT 21
Disclosure Affidavit 2006006988	01/23/2006 01:51:00 PM B: 6068 P: 835 Grantor: CHANTEL ROGER TR OF/SELLER, CHAN-LAN TRUST SELLER, MEYER LLOYD L BUYER, MEYER VICKI L BUYER Grantee: SHADOW MOUNTAIN ACRES UNIT 2 Lot: 21, S2 N2 OF LOT 21
Judgment 99005429	01/29/1999 08:44:00 AM B: 3238 P: 436 Grantor: CHAN-LAN TRUST CREDITOR Grantee: AMOS ANN C DEBTOR, WHISENANT ROBERT JR DEBTOR, WHISENANT ROBERT D DEBTOR, TEEL RAYMOND DEBTOR, TEEL ANNE M DEBTOR... SHADOW MOUNTAIN ACRES UNIT 3, PAR 2 THRU 12, PAR 16 THRU 30, PAR 32, PAR 34 THRU 48 ...
Warranty Deed 99026430	05/03/1999 03:03:00 PM B: 3295 P: 853 Grantor: CHAN-LAN TRUST, CHANTEL DUSTIN TR OF Grantee: BANTA LEON W, MYERS PATRICIA 314-20-067, BRIDGE CANYON JUNCTION Lot: 1 Block: 6Section: 9 Township: 2..., BRIDGE CANYON JUNCTION Lot: 2 Block: 6Section: 9 Township: 2...

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Description	Summary
Quitclaim Deed 2004004599	01/16/2004 01:16:00 PM B: 4839 P: 161 Grantor: DAVIS ROGER, DAVIS DONNA Grantee: CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT 3 Lot: 46Section: 27 Township: 24..., SW4 OF LOT 46
Warranty Deed 2004026080	03/25/2004 03:28:00 PM B: 4932 P: 712 Grantor: TOMLIN CORDELL R Grantee: CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT 3 Lot: 57, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 58, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 59, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 60, SHADOW MOUNTAIN ACRES UNIT 3 Lot: 61...
Partial Release 2004034163	04/16/2004 11:52:00 AM B: 4970 P: 478 Grantor: TOMLIN CORDELL R BNFY Grantee: CHANTEL ROGER TR OF, CHANTEL ELIZABETH D TR OF, CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT 2 Lot: 39, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 42
Quitclaim Deed 2004074641	08/11/2004 03:20:00 PM B: 5155 P: 583 Grantor: AGUIRRE TIMOTHY Grantee: CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT TWO Lot: 9Section: 35 Township: 2..., N2 N2 OF LOT 9
Quitclaim Deed 2004074640	08/11/2004 03:20:00 PM B: 5155 P: 582 Grantor: AGUIRRE DONNA K, AGUIRRE DONNA AKA Grantee: CHAN-LAN TRUST PAR 1, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 47Section: 35 Township: 24..., E2 OF LOT 47, PAR 2, SHADOW MOUNTAIN ACRES UNIT 2 Lot: 22Section: 35 Township: 24.....
Partial Release 2004100558	10/27/2004 12:04:00 PM B: 5271 P: 700 Grantor: TOMLIN CORDELL R BNFY Grantee: CHANTEL DUSTIN TR OF, CHANTEL DARLENE TR OF, CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT 3 Lot: 137
Deed 2004105631	11/10/2004 03:16:00 PM B: 5295 P: 332 Grantor: KENDALL EZRA L SR Grantee: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST PAR 33-16, E537.78' OF S810.00' OF PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SEC 33
Warranty Deed 2004105633	11/10/2004 03:16:00 PM B: 5295 P: 338 Grantor: KENDALL EZRA L SR Grantee: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SEC 33
Deed 2004105632	11/10/2004 03:16:00 PM B: 5295 P: 335 Grantor: KENDALL EZRA L SR Grantee: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST PAR NO 2, PAR 33-16, W 537.78' OF E1075.56' OF S810.00' OF PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SEC 33
Warranty Deed 2004105634	11/10/2004 03:17:00 PM B: 5295 P: 341 Grantor: KENDALL EZRA L SR Grantee: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST PAR 4, PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SEC 33
Partial Release 2004121757	12/30/2004 07:21:00 AM B: 5368 P: 760 Grantor: KENDALL EZRA SR BNFY Grantee: CHANTEL DUSTIN TR OF, CHANTEL ELIZABETH TR OF, CHAN-LAN TRUST PAR 1, PAR 33-16, E537.78' OF S810.00' OF PAR 33-16, MUSIC MOUNTAIN RANCHES Section: 33 Township: 24N Range: 14W, SITUATE IN SEC 33
Quitclaim Deed 2005003946	01/12/2005 03:46:00 PM B: 5389 P: 223 Grantor: AGUIRRE DONNA K Grantee: CHAN-LAN TRUST SHADOW MOUNTAIN ACRES UNIT TWO Lot: 22Section: 35 Township: ..., E2 N2 S2 OF LOT 22
Deed Of Trust 2005014436	02/11/2005 02:39:00 PM B: 5436 P: 13 Grantor: YOUNG MATTHEW J, SCHWING MIKA M Grantee: CHAN-LAN TRUST, CHANTEL ROGER BNFY SHADOW MOUNTAIN ACRES UNIT THREE Lot: 11Section: 27 Township...
Partial Release	03/10/2005 04:58:00 PM B: 5480 P: 354 Grantor: TOMLIN CORDELL R BNFY